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The Solicitors' Journal

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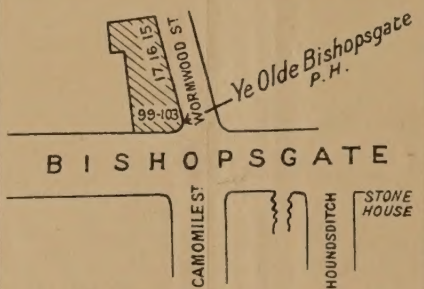

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The Solicitors' Journal

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Current Topics.

Clerk of the Parliaments.

THE office of Clerk of the Parliaments, from which Sir EDWARD ALDERSON has just retired under the age limit rule, is one of no little dignity, carrying with it various duties of real importance besides many of what may be called a spectacular character. Appointment to the office is by letters patent by the Crown, and each new holder before entering upon the discharge of his functions is required to make a declaration under the Promissory Oaths Act, 1868, at the table of the House of Lords, before the Lord Chancellor, that he will make true entries and records of the things done "and keep secret all such matters as shall be treated" therein "and not disclose the same before they shall be published, but to such as it ought to be disclosed unto." A list of the many duties falling to the Clerk of the Parliaments is set out in the index to MAY'S standard work on Parliament, and the collocation of certain of these is not without a touch of humour. Thus, we have in close proximity the following: "Reads messages from the Crown; Indorses bills," by the latter of which, however, is meant not the kind of bills with which readers of the classic volumes of "Byles" and "Chalmers" are familiar, but bills which have received the attention of both Houses of Parliament. The form of these indorsements carries us back to the days when Norman French was the language of the court and the courts. Thus, a bill sent from the Commons to the Lords bears this indorsement "*Soit baillé aux seigneurs*," and one from the Lords to the Commons bears a corresponding formula. If a bill has been amended in the Lords it goes back to the Commons with this indorsement: "*A ceste bille avecque des amendemens les seigneurs sont assentus.*" Also, as is generally known, the Royal Assent pronounced by the Clerk is in the same archaic language; thus, "*Le Roy le veult*" or, in the case of a money bill, "*Le Roy remercie ses bons sujets accepte leur benevolence et ainsi le veult.*" As Lord PONSONBY, in joining with other speakers in the House of Lords who paid tribute to the admirable manner in which Sir EDWARD fulfilled the duties of his office, said, when Sir EDWARD declared "*Le Roy le veult*" there seemed in his tone to be a solemn satisfaction mingled with a certain note of warning, if not defiance, of possible lawbreakers. In connection with the transformation of a bill into an Act of Parliament, the Clerk has not only to use the customary formulæ to which we have referred, he has likewise, as required by 33 Geo. III, to indorse the date on which the bill received the Royal Assent, and such indorsement "shall be taken to be part of such Act and to be the date of its commencement, where no other commencement shall be therein provided." Sir EDWARD, we may add, is a member of the Bar, and comes of legal stock, being a grandson of that great judge Baron ALDERSON, and like him, he for a time in his legal youth devoted himself to law reporting.

The Court Expert.

THE expert witness has always been a target for ridicule, and attempts to elevate his status and thereby to help in the cheapening of litigation will be welcome to all who practise in the courts. The aim of avoiding a multiplication of conflicting expert opinions was achieved as far as New Procedure actions are concerned in Ord. XXXVIIIA, which enabled the judge on hearing a summons for directions to limit the number of expert witnesses. The Rule Committee of the Supreme Court, on 29th May, 1934, almost exactly two years after the commencement of the New Procedure Rules, has promulgated Ord. XXXVIIA, enabling any party in a non-jury case to apply for the appointment of an independent expert (to be called the "court expert") to inquire and report upon any question of fact or of opinion not involving questions of law or construction. The court may in its discretion grant the application, and the report, so far as it is not accepted by all the parties, is to be treated as information given to the court, and is to be given such weight as the court thinks fit. The parties or their solicitors are to be entitled to copies of the report, and any party, within fourteen days after receipt of a copy or any time directed by the court, may apply for leave to cross-examine the court expert. On such application, the court or judge may either (*a*) order cross-examination by all parties, the expert being called at such stage as the court shall direct, or (*b*) order cross-examination before an examiner. The court expert, if not a person agreed between the parties, must be nominated by the court or judge, and the same rule applies to the question of the instructions to the court expert. All matters connected with any test or experiment by the court expert, and who shall be present are, failing agreement between the parties, to be decided by the court or judge. A further or supplemental report can at any time be directed by the court or judge. Provision is also made for the remuneration of the court expert. Any party is to be at liberty on giving reasonable notice before the trial to call, with regard to the issue for the expert, not more than one expert witness. In exceptional cases, and by leave of the court, two or more expert witnesses may be called. Costs of an expert witness are only to be allowed on a certificate by the judge that it was reasonable to call him, and that he naturally assisted the court in determining the issue. More than one court expert may be appointed where there is more than one issue. In taxing costs, reasonable charges of an expert

may be allowed in advising whether an action should be brought or defended or as to whether a report or reports of the court expert should be accepted, or whether leave to cross-examine should be applied for and to what extent, and for his attendance in court. Expert is defined to include scientific persons, medical men, engineers, accountants, actuaries, architects, surveyors and other specially skilled persons whose opinions on any question relevant to the issues would be received by the court. The new Order came into operation on 5th June, 1934. The employment of the court expert will probably be more popular than trials with assessors under Ord. 36, r. 2, and s. 98 of the Supreme Court of Judicature (Consolidation) Act, 1925, and will certainly help to dissipate the well-worn gibe that expert witnesses are to be classed with liars and damned liars.

Power to Partition amongst Executors.

THE decision in *Re Brooker; Young* v. *Public Trustee*, which was discussed last week in the "Conveyancer's Diary" (*ante*, p. 402), has now been reported in the *Weekly Notes* (9th June). The writer of the "Diary" wondered why no report in the W.N. had hitherto appeared and the reason will follow in this note. The note in the *Law Times Journal* of 2nd June omits to record the fact that, when the summons was heard, EVE, J., had cited to him not only FARWELL, J.'s decision in *Re Thomas* [1930] 1 Ch. 194, but also a decision, unfortunately at present unreported, of BENNETT, J., in a case of *Re Gorringe and Braybourne's Contract*, where the facts, according to counsel, were practically indistinguishable from those in *Re Brooker*. EVE, J., therefore, said that he would follow BENNETT, J.'s decision in *Re Gorringe*. At the time of the hearing of the summons neither the full facts nor the judgment in *Re Gorringe* were before the court, but afterwards the papers in the case were obtained, and a note of BENNETT, J.'s decision became available, with the result that EVE, J., further considered the grounds of his decision and resettled his judgment which will, we understand, appear before long in the Law Reports. It seems desirable that a report of *Re Gorringe* (February, 1933) should also appear at the same time, and it is through some misunderstanding that it has not yet appeared. In the latter case, the facts were that on 1st January, 1926, the vendor of certain land was absolutely entitled to three-sixths, or one moiety, his brother was entitled to one-sixth, and the remaining two-sixths were vested in the vendor and his brother as trustees for others upon the statutory trusts. The purchaser persisted in an objection that a deed of partition made since then was void, and contended that the trustees were not persons in whom the proceeds of sale were "absolutely vested . . . in undivided shares." BENNETT, J., overruled the objection, holding that *Re Thomas* was distinguishable on the ground that all that FARWELL, J., decided in that case was that a life tenant was not "absolutely" entitled, and made a declaration that the partition was validly effected. EVE, J., having had this decision brought to his notice, came to the same conclusion, and without dissenting from *Re Thomas*, held that it was clearly distinguishable on the facts. He also concurred with the contention put before him in argument, that if trustees and personal representatives were not within s. 28, sub-s. (3), the conveyancing proviso directing the trustees for sale to convey the land partitioned in severalty "either absolutely or upon trust for sale, or where any part of the land becomes settled land by a vesting deed, or partly in one way and partly in another," would be altogether futile. The mere reference to "persons of full age" is not enough to confine the operation of the sub-section to beneficiaries.

The Licensing (Permitted Hours) Bill.

THE promptness with which the passage of the Licensing (Permitted Hours) Bill through all its stages in the Commons followed on the decision of the Court of Appeal in *Rex* v. *Sussex Licensing Justices* (*ante*, pp. 341, 412) will earn the approbation of all who are interested in the administration of the licensing laws. The anomaly disclosed in that case, it will be remembered, was that the justices could not grant for a part of the year what under the existing law they could only grant for the whole year, and that Summer Time applied to the whole country and was not a "special requirement" of a district enabling licensing justices outside London to grant extended hours for drinking during that period of the year under s. 1 (1) of the Licensing Act, 1921. Under the Bill (s. 1 (1)) the power of provincial licensing justices to make as respects their district a direction that eight and a half hours shall be substituted for eight hours, and half-past ten at night be substituted for ten at night, shall include power, where they are satisfied that the special requirements of the district during a part of the year only (being a part consisting of eight consecutive weeks or more) render it desirable, to make such a direction as respects that part of the year only. Where such a direction is made, special permitted hours of weekdays may pursuant to the direction be fixed in the district under s. 1 (2) of the Licensing Act, 1921. The Bill validates directions or decisions given before its passing which but for its passing would have been invalid, but no order for costs or the incidence of liability therefor is to be affected. Where a direction has been refused at the general annual licensing meeting of any licensing justices last held before the passing of the Act, a meeting of the licensing justices must be held on a requisition of a majority within two months after the Act, and a direction may then be granted. The rules under s. 12 (1) of the Licensing Act, 1921, are to apply to such a meeting, and the clerk must send notice of the meeting to the superintendent of the police of the district and to each of the licensing justices. If the Bill becomes law before summer is over many thirsty people will be grateful for this addition, however slight, to the pleasures of life.

Third Party Procedure.

ON 28th May, 1929, there came into operation under the Rules of the Supreme Court (Third Party), 1929, S.R. & O., 1929, No. 361/L18, a new Ord. XVIA, providing a new form of third party procedure. On 11th May, 1934, Mr. Justice SWIFT summed up to a jury in an action which he stated to be, as far as he knew, the first which had ever been tried by a jury under those rules, although some actions had been tried by a judge alone. The matter might appear to be a little complicated, said his lordship, because it might appear to the jury that they were being asked to give inconsistent verdicts in the same case. If at one time they had evidence on a particular point which convinced them one way, they might have, under the new system, evidence which convinced them in quite a different way. The object of the rules was to have one action in which the disputes between all the parties were adjusted. The case was one in which a plaintiff was awarded £725 damages against a hotel company for alleged breach of warranty and negligence in supplying him with oysters which, he said, caused him to suffer a severe attack of typhoid fever. The defendants brought in the fishmonger who supplied the oysters as a third party, and he in turn brought in the fishing company from whom he had obtained them. The jury found for the plaintiff against the hotel company, and for the hotel company against the fishmonger for the like amount, and finally found in favour of the fishing company, judgment being entered against the third party and in favour of the fourth party. The point stressed by Mr. Justice SWIFT was, that there were three separate and distinct actions involved, and the jury had to distinguish between the evidence offered for the purposes of each action. Under the old procedure the uniting of three such actions would have been impossible, and the new Ord. XVIA, as now framed has therefore resulted in a considerable saving of expense for parties engaged in such litigation, an object devoutly to be wished in any modern procedure reform.

The Problem of Successful Perjury.

In *Damport* v. *Sympson* (1596), Cro. Eliz. 520, the plaintiff sued the defendant for damages because the latter had falsely sworn, in an action which the plaintiff had brought against another person for misappropriating silver worth £500, that the silver was only worth £180, thereby greatly lowering the amount recovered. A statute, 5 Eliz. c. 9, for the first time punished perjury in a common law court, though perjury in the Star Chamber had been made punishable by an Act of Henry VII. The defendant Sympson had not been convicted under the former Act. The jury found the claim proved, and awarded the plaintiff £300 damages. Three judges, Walmsley, Beaumond and Owen, JJ., held that the action did not lie, for in effect the issue was the commission of a crime, and therefore not one suitable for a civil court. The fourth judge, Anderson, J., held that it was maintainable, but of course was overruled by the majority. In *Eyres* v. *Sedgewicke* (1620), Cro. Jac. 601, a similar issue was decided in a similar way, and by a similar majority, Montague, C.J., Doderidge and Chamberlain, JJ., against Houghton, J., dissenting. Neither of the above cases appear to have reached English text-books or digests (except for quotation in "Mews' Digest," under "*damnum sine injuria*") but they have received notice across the Atlantic.

No doubt, in one respect at least, the above two cases would be upheld in any modern court, namely that the offence of perjury cannot be tried in a civil court. The issue whether a particular person has committed perjury or not can only be tried on a prosecution of that person for perjury in the usual way, and with the usual formalities to safeguard innocence.

It may be that, having regard to the hundreds of persons who perjure themselves in the courts every day except Sunday, the percentage of those who are punished for this offence to that of those who commit it is smaller than in the case of any other. For this fact, of course, there are various reasons. Perjury is difficult to prove, and, at least in the case of prisoners testifying in their own defence, it is arguable that the law which permits of such testimony almost appears, in injudicial language, to "ask for it." It may be hoped that, in the normal case, the perjurer, who is always subject to cross-examination, reaps his appropriate harvest of disbelief. If so, no harm is done, though it does not follow that he ought to go unpunished. Prisoners are occasionally acquitted on false evidence such as alibi; in gangster cases in America, this almost appears to have been raised to a fine art. More rarely they are convicted on false evidence, though in the most notorious cases, those of Adolf Beck and Habron, who was convicted and sentenced to death for the murder of a policeman, committed by the notorious Charles Peace, the false evidence was given in good faith.

So far as redress is concerned, it does not appear that the recent case at Chatham is covered in the books. Its course may be very briefly recapitulated. A young woman obtained a paternity and maintenance order in respect of her child against a young man, in the course of her cross-examination making certain denials as to her association with another man. She was later on prosecuted for perjury in respect of those denials, and convicted. Time for appealing against the paternity order, however, had lapsed, and it appears to be the case, as conceded on behalf of the young man's advisers, that no legal process can revoke it, and only Parliament can do so. By s. 30 (3) of the Criminal Justice Amendment Act, 1914, however, a maintenance order, upon cause being shown by fresh evidence, may be revoked. On application accordingly to the magistrates who had originally made the order, it has been revoked, and so the case stands. There is a suggestion that the Divisional Court may be invoked as to whether a conviction for perjury subsequent to the order is "fresh evidence" within the sub-section. Even if the young man to whom paternity is still legally imputed succeeds here, there still remain payments he has made under the original order, presumably irrecoverable, and he has suffered a considerable amount of imprisonment in resisting others, for which he has no legal redress. In the perjury prosecution, judge and jury alike plainly evinced their belief that the false evidence won the case—that is to say, that if the young woman had made true answers she would have lost it.

Whether the finding of paternity would stand in the way of proceedings against another man, if such proceedings would now be in time, is a point which could be raised, but it might be held, on the authority of *Anderson* v. *Collinson* [1901] 2 K.B. 107, that there was no estoppel between different parties. If such proceedings were taken and succeeded, there would be the ridiculous result of two fathers officially imputed to one child on the record. That one of two or an even greater number of men have qualified to be the father of a particular child is unfortunately often true, but nature permits of one only.

The problem is, of course, a general one, and by no means confined to affiliations. There is plenty of false swearing in making and resisting all sorts of claims, and false evidence may defeat a righteous claim or sustain a fabricated one. Let it be supposed, then, as a simple case, that a successful plaintiff or defendant is prosecuted and convicted for perjury, on evidence which has conduced to such success, and that the unsuccessful defendant or plaintiff, as the case may be, thereupon sues in tort for damages in respect of such perjury, basing his claim on the loss suffered in the action and due to the perjury.

In the headnote to *Ferguson* v. *Kinnoull* (1842), 9 Cl. & F. 251, it is stated that "If the law casts any duty upon a person which he refuses or fails to perform, he is answerable in damages to those whom his refusal or failure injures." On that headnote such an action should be successful. A witness certainly has the duty of testifying truthfully, and refuses or fails to perform it if he commits perjury. If the perjury results in loss to any party, the claim is complete.

The headnote, however, is too general for the decision, and must be regarded as too wide. As a simple example, if A runs down B negligently and kills him, A may have done the deepest possible injury to C and D, the wife and child of B, their breadwinner, but it was long ago decided that in such circumstances they would have no action in tort against A, and Lord Campbell's Act was passed in consequence. In such case the failure of duty was deemed too remote.

Whether it would so be deemed in respect of perjury apparently awaits the experiment of test. In any such test the old cases of *Damport* v. *Sympson* and *Eyres* v. *Sedgewicke* might be cited for the defendant, but plaintiff's counsel would easily distinguish them, since the perjury had been found as a fact in a criminal court. The absence of such a finding was the main basis of the decision in those cases.

It may be urged that nothing should prevent witnesses testifying fearlessly, and no doubt a number of actions for defamation have failed on the ground that the defamation, if any, occurred during sworn testimony. A witness's immunity from fear, however, should not extend to fear of the consequences of perjury—rather the contrary. In fact, a successful action for damages for perjury, following on a successful prosecution, might have a salutary effect. As a matter of principle, the absolute protection given to a witness in respect of his testimony (as to defamation, see *Seaman* v. *Netherclift* (1876), 2 C.P.D. 53), should not extend to statements found by a jury to be perjured.

Such an action might be novel, but the courts are not necessarily deterred by novel pleas, as appears from the remarkable modern extension of "public mischief" cases. If it were once held, as it should be, that a witness has no privilege, absolute or otherwise, in respect of sworn statements on which he has been convicted of perjury, the way would be open for the test as to how far he was civilly responsible for damages due to loss arising from his perjury.

Manx Law: An Independent System.

THE recent inquest held at Douglas, in the Isle of Man, upon Mr. F. Taylor, the unfortunate mechanic to Mr. Kaye Don, the racing motorist, calls for a short explanation of the laws and customs by which that island is governed.

In its relations with Great Britain, the island is in an anomalous position for, regardless of its smallness and proximity to the mainland, it is not a part of the realm of England: it is merely a "parcel of His Majesty's Crown," and as such is in much the same position as a self-governing dominion. It is not so very remarkable therefore, to learn that the laws in force at the present time are for the most part self-made laws embodying principles laid down as far back as the fifteenth and sixteenth centuries.

The earliest reported statute is of interest to show the development of the governing body by which affairs in the island are administered. It is dated "the Tuesday next after the Feast of St. Bartholomew in the year of our Lord God 1422," and is in the nature of minutes of proceedings rather than actual statements of the law. It sets out that whereas several persons have been arraigned for treason sentence is thereby passed upon them that they "be drawne with horses and their heads smitten off." An unpleasant fate, but one fairly common in those days! The language in some of these old Acts is very quaint, and it is interesting to note the many small differences between the definitions of various crimes under the Island Statutes and those in existence under our own law.

Some attempt at codification appears to have been made in the year 1817, and an Act passed in that year sets out the various crimes with their definitions and the punishments the commission of them will involve: for instance, for manslaughter, a fine or imprisonment, with or without corporal punishment. There is a certain lack of originality displayed by the legislators, as even at that comparatively late date most of the crimes were punishable by death!

All laws when passed by the Tynwald Court or the Court of all the Tenants and Commons of Man, as the legislative body was first called, were promulgated to the people from the Tynwald Hill—the place where the court by custom sat: and to this day any Act, after receiving the Royal Assent, is "Promulgated and Published on the Tynwald Hill according to Law," a relic of the times when very few could read and write and all knowledge was passed on by word of mouth.

The meting out of justice in small matters lies in the hands of coroners and deemsters, who play very much the same part in the machinery of the island law as do our magistrates and local benches except that the former have jurisdiction in civil matters as well. The more serious criminal charges, however, are sent for trial to the Court of General Gaol Delivery, which, in the words of Deemster Parr (circa 1650), should consist of exactly the same members as the Tynwald Court, but "the Governor is to sit chiefest and then two deemsters who are termed justices in that Court: and all other officers sit as assistants."

Manx law comes from the same school as does our own: a school of precedent, tradition and high ideals. The steady growth and the great work done by compilers and commentators throughout five centuries are evidence of a legal system equal to our own. A truly wonderful achievement.

MAGNA CARTA SOCIETY.

The Master of the Rolls, Lord Hanworth, K.B.E., is to deliver the annual oration at this year's service of the Magna Carta Society, which will be held at Runnymede, at 3.15 p.m., on Sunday, 17th June, in the stands erected for the Pageant of Runnymede. Admission is free and all are welcome.

Appeal Costs in "Trumpery" Cases.

(CONTRIBUTED.)

WHAT precisely is meant by a "trumpery" case which ought never to have been brought? The Master of the Rolls made use of this expression in the Court of Appeal recently in a case which started in the county court (being wrongly decided by the judge there), was then properly decided by the Divisional Court, and taken next to the Court of Appeal, where both parties (the man in the right and the man in the wrong—the latter of whom had carried it there) were ordered each to pay his own costs—because it was a "trumpery" dispute.

It was laid down by one of the most ancient of law-givers that "cursed is he who moves his neighbour's landmark." In the case we have in mind the dispute arose because the defendant (found by the Divisional Court and the Court of Appeal to have been in the wrong) had moved his neighbour's fence six inches back in order to make room for his own motor-car to pass. We have not the slightest desire to question the propriety of the decision of the Court of Appeal nor to offer any comment upon the observation made by the learned Master of the Rolls, except this: that as reported in the press the case was one from which the public must inevitably get the impression that if your neighbour sets back your fence without your permission and in spite of your protest to enable him to get room for his motor-car to pass, your best plan is to pocket the affront instead of maintaining your rights, lest worse things befall you! Of course, if later on your neighbour buys a bigger motor-car which takes up more room and finds it necessary to set back your fence another six inches you *must* acquiesce again, because if you take him to court on that, the first question you will be asked by his counsel will be: "Why did you not take proceedings when he did it before?" And then it will be suggested that you are not really sure what is your boundary. And so, having twice forgiven the encroachment, you will naturally continue to allow as many more as your neighbour may find necessary to make for his convenience!

The "slump" in litigation of which both branches of the legal profession have been complaining for so long is in a large measure—a *very* large measure—due to the dread of the expense of securing justice which may result even to the man who is found to be in the right. Surely the county court was set up to be the poor man's court! Surely, if a man's neighbour unjustifiably moves back his fence, the owner of the land encroached upon is entitled to go to the county court—the cheapest there is—for redress! Two High Court Judges and three Lords of Appeal declare that the county court judge was wrong in refusing redress; and the two litigants have to share the expense (some hundreds of pounds) of putting right the error of the county court judge!

There is no appeal from a county court judge on questions of *fact*—even if the judge may have taken an erroneous view of the facts given in evidence before him. So long as there is evidence upon which he can come to a conclusion his conclusion will not be reviewed unless it is so outrageously perverse as to be obviously and completely against the weight of the evidence. Therefore, it is invariably upon some question or questions of *law* that appeal lies from the county court. There is no doubt whatever that if a Court of Appeal consisting of *three* High Court Judges (as was the case in pre-war days) were appointed to hear *final* appeals on points of law from the county courts *and a modest inclusive fee were fixed for hearing each appeal*, that fee to be paid by the loser, all taxation of costs being abolished, there would be a great accession of work, and infinitely greater public satisfaction with the working of the county court system.

Company Law and Practice.

The Statutes of Limitation and the Companies Acts.

POINTS in connection with the Statutes of Limitation are just as apt to give rise to difficulties in company law as they are in any other branch of the law. In actual practice these difficulties are not really very considerable, but as one frequently finds that practitioners are not particularly conversant with the length of the statutory periods applying in different cases and situations in this special branch of the law, I make no apology for offering the following rather general observations as to the application of the statutes to the Companies Acts.

Somewhat naturally the Statutes of Limitation are of considerable moment in determining the position of creditors and debtors in a winding up. It is provided by s. 189 of the Act that upon the appointment of a liquidator, or upon the making of a winding-up order, the liquidator shall take into his custody, or under his control, all the property and things in action to which the company is or appears to be entitled. The liquidator is a trustee for the creditors as a whole, in so far as the property of the company ceases to belong beneficially to the company, but passes into his custody, to be dealt with by him according to the statute. But he is not a trustee for each individual creditor. It was held in *Re General Rolling Stock Company*, 7 Ch. 646, that the winding-up order made the liquidator a trustee for the creditors, and stopped time running under the statutes. The crucial date, therefore, in a winding up by the court is the date of the order, but what the date is in a voluntary winding up appears to be a matter of some doubt. There is, however, a passage in Lord Davey's judgment in *Davey* v. *Cory* [1901] A.C., at p. 489, which indicates that in a voluntary winding up the Statute of Limitations applies so as to bar the recovery of claims arising more than six years prior to the commencement of proceedings in the winding up. It is nevertheless only fair to point out that there is no direct authority upon the point, nor is the question dealt with in the text-books on company law.

So much for winding up and the statutes. Let us now consider the position of a director and whether, and in what circumstances, he can claim the benefit of the statute. We have discussed over and over again the rather curious position of directors. Are they trustees, are they managing partners, are they agents of the company? They are all of these and yet not one or the other exclusively. At any rate, so far as the application of the Statute of Limitations is concerned, they are quite definitely trustees. Before the passing of the Trustee Act, 1888, directors were in the same position as trustees and could not claim the benefit of any Statute of Limitations—see the words of Cotton, L.J., in *Metropolitan Bank* v. *Heiron*, 5 Ex. D., at p. 325. But s. 8 of that Act puts a trustee in the same position as an ordinary individual, except where the claim against him is founded upon fraud or fraudulent breach of trust to which the trustee was party or privy. In *Re Lands Allotment Company* [1894] 1 Ch. 616, it was held by the Court of Appeal that directors of a company are trustees as to moneys which come into their hands or under their control within the meaning of sub-s. (3) of s. 1 of the Act of 1888, and that they can therefore, in the absence of fraud, take advantage of the Statute of Limitations in proceedings against them for misapplication of the company's funds. In that particular case the directors had wrongfully invested the capital of the company in the shares of another company. The investment was unauthorised by the memorandum of the company, but it was explained (in fact wrongly) by the chairman to the shareholders, and was made without any fraudulent intent. Upon the company being wound up the directors were impeached for a breach of trust, but were held to be protected by the statute.

The judgment of Lindley, L.J. (confirming Wright, J.), is of interest. He said: "We are asked to say that the directors are liable for these moneys (the investments wrongfully made) upon the footing that they committed a breach of trust, but that they are not entitled to the benefit of the Statute of Limitations which was passed for the benefit of trustees. I cannot be a party to any decision so supremely absurd. Although directors are not properly speaking trustees, yet they have always been considered and treated as trustees of money which comes to their hands or which is actually under their control; and ever since joint stock companies were invented directors have been held liable to make good moneys which they have misapplied upon the same footing as if they were trustees . . . I am satisfied that the Statute (of 1888) does apply." So far as the periods of time are concerned the different periods specified by the statutes apply to the particular claims, but sub-s. (1) (*b*) of s. 1 of the Trustee Act, 1888, provides that a claim for which no period is specified under the statutes shall be treated for the purposes of limitation as if it were a claim for money had and received, i.e., six years. In cases where the claim is for an equitable debt the time will run from the date when the fraud was discovered by the *cestui que* trust: see *Heiron's Case, supra*. In that case an action was brought by the company against a former director to recover £250, on the ground that the director had received it as a bribe from a debtor to the company to induce him to use his influence to obtain favourable terms of compromise for the debtor. The matter had been investigated by the other directors, but they had *bonâ fide* taken no action in the matter, as it did not seem to them that there were good grounds for proceedings. It was held that the claim was barred by the Statute of Limitations, on the ground that the money received by the director was not money belonging to the company. If it had belonged to the company the case is an authority for saying that the time will run under the statute from the time when the company as *cestui que* trust discover the fraud.

To continue with our somewhat casual exploration of the application of the statutes, we should notice that it has been held that where, on a reduction of capital, money is returnable to the shareholders, a shareholder is not barred from claiming his share of the capital so returned until after the lapse of twenty years. It was so held in *Re Artisans' Land & Mortgage Corporation* [1904] 1 Ch. 796, and it was further held that the period of twenty years applied also in respect of dividends declared on the shares, the time running from the date of the declaration of the dividend. The grounds for that decision, that the period for claiming dividends is twenty years, appeared to proceed upon the proposition that the share certificates, being governed by the articles of association, the dividends payable thereunder constituted a specialty debt, and therefore were recoverable after a lapse of more than six years.

It has been held that the publication of balance sheets describing the company's indebtedness in respect of its debentures for principal and interest accrued was a sufficient acknowledgment of the debt to prevent the Statute of Limitations from running against the debenture-holders: see per Clauson, J., in *Re Atlantic & Fibre Co.* [1928] Ch. 836.

I ought to have mentioned when we were discussing the liability of directors for the misapplication of the company's moneys that an auditor is entitled to the benefit of the Statute of Limitations too. When writing about auditors a few weeks ago I called attention to *Leeds Estate Co.* v. *Shepherd*, 36 Ch. D. 787, which is the authority on this subject.

The above remarks on the Statutes of Limitation are necessarily somewhat at random, but I hope that they may be found of some assistance to practitioners when faced with problems of limitation.

Mr. R. M. BEAUMONT, solicitor in the office of the Clerk of the Peace, Nottingham, has been appointed Assistant Solicitor to Worcestershire County Council. Mr. Beaumont was admitted a solicitor in 1932.

A Conveyancer's Diary.

Contribution to Losses Incurred by a Breach of Trust.

THREE weeks ago I wrote on this subject, and said that I would return to it. I was, unfortunately, not able to do so last week. Now I can revert to the matter.

There are, of course, many ways in which a trustee may be led astray in the division of the fund under his control. Generally, however, the mistakes which a trustee may make are those which are summarised in Mr. Withers' book, to which I have already referred.

I must leave the reader to look at that learned treatise in which, by the way, will be found much more learning than its title seems to indicate. There are, in fact, few works of such value as "Withers on Reversions."

It is obvious that there may well be several ways in which a trustee may, apart altogether from any fraudulent intent on his part, make a wrong division of the trust estate. Perhaps that is why there has, in recent years, been a tendency to appoint paid trustees who can hardly complain if they are saddled with the consequences of a breach of trust, however innocently done.

The question, however, with which I am concerned is, on whom is the loss to fall ?

The general principle was stated in my article of three weeks ago. I do not need to repeat it.

There are, nevertheless, some cases to which I may refer. One is *Re Wasdale : Brittain* v. *Partridge* [1899] 1 Ch. 163.

In that case there had been a division of the funds in the trustees' hands on the assumption that the notices given to them were all that had been given and were ignorant of notices which had been given to their predecessors in office.

The principle was established in that case that an assignee of a reversionary interest in a trust fund who has given notice to all the trustees in existence at the time of his assignment is under no obligation to give any further notice, and is consequently entitled to priority over a subsequent assignee who has taken his assignment after the death or retirement of all those trustees, and who gives notice of such assignment to the new trustees.

The question then arises, on whom does the loss fall ? The trustees have paid the wrong persons. That is clear. But they have done so innocently and the loss must fall upon the beneficiaries as a whole.

It seems to follow that if the loss is in respect of an appropriated fund, as where a testator has directed a fund to be set aside to answer an annuity or to provide a life interest, and that has in fact been done, then the loss in such circumstances must fall upon the fund so appropriated. That is only common sense.

Then, again, it may be that trustees are wrongly advised as to the persons who are entitled. Instead of going to the court for protection they may be prepared to act upon the advice given to them, say, as to the proper construction of the settlement or will. In such cases there is no reason why one beneficiary should be able to claim any right or priority over another. The trustees, it is true, may be liable, but they may not be able to pay, and the persons who may have advanced money upon the faith of what turns out to be the correct construction of the settlement or will will be entitled to be paid, and if others have been paid upon an incorrect construction the loss will fall upon the fund, i.e., upon all the beneficiaries in proportion to their interests.

Another case which may give rise to the same problem is where there has been an exercise of a power of appointment. Take, as an instance, the usual marriage settlement giving a power of appointment amongst children to the husband and wife or the survivor of them. The survivor (say, the husband) makes an appointment in favour of one child. On the face of it the appointment is good and the trustees pay the fund (or the appointed part of it) to the appointee. It transpires that the appointment was a fraud on the power by reason of a collusive arrangement between the father and child whereby the former was really the one to benefit.

In such a state of things the trustees would obviously not be liable if they had no knowledge of the fraud. The loss would then fall upon the whole fund, subject, of course, to the share which the appointee would take in default of appointment being impounded to reduce the loss.

A similar position may arise where in good faith the trustees pay a share to someone who represents himself as one of those entitled but who is not in fact so. I remember a case where this, in fact, happened. A child born during wedlock was proved not to be the child of the husband but the trustees in ignorance of that paid a share to that child. It was a strange case, but there seems to have been no doubt about the facts. Of course the surviving wife could not be heard to say that the child was not born of the marriage, but non-access was proved *aliter* beyond doubt.

So the loss fell upon the other beneficiaries in proportion to their interests.

In this connection I may refer again to *Re Windsor Steam Coal Co.* (1901) *Ltd.* [1929] 1 Ch. 151, in which it was held that the indemnity conferred on trustees by the T.A., 1925, s. 30 (1), does not apply where a trustee, even though as the result of an honest mistake, has misapplied trust funds by paying them to the wrong person. That was a case where a liquidator of a company had made a wrong payment and claimed indemnity as a trustee. Maugham, J., held that a liquidator is not a trustee and the Court of Appeal, without deciding that point, held that he was not entitled to indemnity or relief under s. 30 (1) or s. 61 of the Act.

Landlord and Tenant Notebook.

Unfitness of Furnished House : Remedies.

IT is useful for the practitioner to have, at this season of the year, some knowledge of the implied obligation in the matter of fitness of houses let furnished at or near his finger-tips. So while I propose to devote most of this article to a discussion of remedies available to the tenant on breach of the obligation, a short list of propositions containing some of the substantive law on the matter may be useful by way of reminder or refresher. Thus :—

(1) The obligation is absolute in the sense that knowledge and care on the part of the implied covenantor are irrelevant considerations.

(2) The obligation is limited to the condition of the premises at the commencement of the term. There is not (as there is in the case of working-class dwellings within the Housing Acts) any implied undertaking that the house will remain fit for habitation.

(3) While most reported decisions have concerned complaints as to infection and/or vermin, the obligation covers structural repair necessary to make the premises fit.

(4) Where infection is alleged, the obligation is broken if there is reasonable risk and apprehension.

(5) The *obiter dictum* suggesting that the obligation was to be implied only when the term was short is, having regard to modern authorities, not likely to be acted upon.

The obligation is usually spoken of as an implied covenant ; but what I wish to emphasise in this article is that it is more than a covenant ; it is a condition, and upon breach the tenant may both repudiate the tenancy and claim damages. I do not think that the cumulative nature of the remedy is, generally speaking, properly appreciated. But something was said about it in the unreported case of *Vincent-Baxendale* v. *Kimber*, to which I shall presently advert.

The ways in which the matter has come before the courts have varied according to the following circumstances ; whether the tenant occupied or continued to occupy or moved out ;

whether he had or had not paid rent in advance; whether, if rent were not payable in advance, he paid or withheld it.

Thus in *Smith* v. *Marrable* (1843), 11 M. & W. 5, the tenant, after waging unequal warfare against bugs for about a week, sent a letter repudiating the tenancy, accompanied by the keys, and a week's rent. The action was brought for the balance of the rent, and failed; but no counter-claim was brought—possibly if the tenant had consulted his advisers before sending the week's rent the plaintiff would have had to meet a claim for damages.

Wilson v. *Finch-Hatton* (1877), 2 Ex. D. 336, was a case in which the disappointed and disgusted tenant entered but hardly stayed an hour, but was content to defend an action for rent without carrying the war into the enemy's camp by a counter-claim for the loss suffered by the breach of contract.

Of *Bird* v. *Greville* (1884), C. & E. 317, the same can be said; the tenant, having learned that the house was infected with measles, never entered, but did not counter-claim.

But in *Harrison* v. *Malet* (1886), 3 T.L.R. 58, the tenant, a retired Indian judge who had taken a London house, furnished, for a term of two years at a rent of 300 guineas a year, stayed on and succeeded after a time in getting rid of noxious insects which infested the place, but was less successful in coping with defective drains; and he withheld and was sued for the last quarter's rent. His remedy was a counter-claim, on which the court awarded him £40 damages.

Next came *Charsley* v. *Jones* (1889), 5 T.L.R. 412. In this the tenant was plaintiff. He had taken the house for thirteen weeks at £3 13s. 6d, a week, payable in advance, and he and members of his family had contracted typhoid fever owing to the water supply being infected. They had left after five weeks. The jury were told they could award the amount of the rent paid and more; their verdict was for £70, so that the landlord (who had been ignorant of the infection) was out of pocket to the extent of £51 12s. 6d., and the costs.

The case of *Vincent-Baxendale* v. *Kimber*, tried by Mr. Justice Sankey (as he then was), is to be found reported in *The Times* of 13th June, 1918. The claim was for £252 rent. The house had been taken in the preceding October, at £10 10s. a week, and was, as was mentioned in the course of the case, in the same terrace as the one which figured in *Smith* v. *Marrable, supra*, so that the bugs occupying the premises may have been lineal or collateral descendants of those which annoyed Lady Marrable in 1842. They were, however, not the only cause of complaint; there were slugs as well; and the defendant alleged that the kitchen range would not work, the hot water apparatus was out of order, some windows would not open and others would not shut, the blinds had rotted, etc. After staying about a month, he and his left, purporting to repudiate the tenancy. The house had subsequently been re-let; it is not clear who was the landlord under that letting; possibly the plaintiff purported to let on behalf of the tenant, for the rent was paid to an agent who was apparently instructed to hold it, and he had £120 in his hands at the time of the action. The defendant set up the repudiation, paid £35 into court and counter-claimed for damages, but it was successfully argued that he had, by his conduct, waived his right to repudiate. He therefore had to fall back on his counter-claim, in respect of which the learned judge, who found that the complaints were much exaggerated, awarded £60. The £120 was to be paid out to the defendant.

The above case illustrates the possibilities. In *Collins* v. *Hopkins* [1923] 2 K.B. 617 (in which, incidentally, the substantive law on the subject was exhaustively reviewed and criticised), we have an example of successful repudiation and enforcement of the right to damages. The action was by the tenant, who had taken the house for twenty-six weeks, paid half the rent (£88) in advance, and left and thrown up the tenancy the day after entering, in consequence of actual dirt and reasonably apprehended risk of infection from tuberculosis bacilli. The damages awarded, to include the rent paid, were £130.

Our County Court Letter.

THE ERECTION OF ILLUMINATED SIGNS.

In the recent case at Tiverton County Court of *Fuel Oil Motors Ltd.* v. *Bonnyman*, the claim was for £100 as damages for breach of contract. The plaintiffs' case was that (1) the defendant had supplied an illuminated steel sign (17 feet long and 3 feet deep) which was defective, e.g., the glass had cracked; (2) they had relied on his skill and judgment, but the sign was not reasonably fit for the purpose, and there had been a breach of warranty under the Sale of Goods Act, 1893, s. 14 (1). The following special damage was claimed: £26 for repairs to and strengthening the sign; £15 15s. 3d. other expenses; and also general damages (viz., £58 5s. 7d.) for loss of publicity while the sign was out of use. The defendant's case was that (*a*) he was the buying and selling agent for the Decaura Glass and Sign Co. Ltd., who had sent the sign direct to the plaintiffs, with directions for fixing; (*b*) the responsibility of himself and his principals ceased on delivery, as the plaintiffs were conversant with the fixing of signs; (*c*) they had not notified the defendant of the weak cob walls (which were to carry the sign) and the defects were due to faulty erection; (*d*) no guarantee was ever given with glass, which had cracked (in the present case) through the sign being suspended by angle brackets—instead of being supported by them. His Honour Judge The Hon. W. B. Lindley held that the sign would have been satisfactory, if supported by a strong wall, and there was no breach of warranty. Judgment was therefore given for the defendant, with costs.

LIABILITY FOR DEFECTIVE STEERING GEAR.

In *A. E. Booker Limited* v. *Gibson*, recently heard at Birmingham County Court, the claim was for damages for negligence in the following circumstances: (1) the plaintiff company's car was being driven (on the 4th January) at about 20 miles an hour, when it met the defendant's car; (2) the latter suddenly swerved across the road and hit the plaintiff company's car—the reason being that a nut and cotter-pin (a vital part of the steering) were missing from the defendant's car; (3) the expert evidence was that, in view of the dirt in the hole of the pin, the nut and cotter-pin had been missing for some time—a fact which would have been discovered during oiling, which should take place about once a week; (4) the last expert examination was in October, but the nut was still in place on the 30th December, when the defendant last oiled the car. In a reserved judgment, His Honour Judge Dyer, K.C., held that the defendant had not discharged the duty of taking sufficient steps (by the exercise of reasonable care) to see that his car was fit for the road on the 4th January. Judgment was therefore given for the plaintiff for £23 6s. 4d. and costs. Compare *Phillips* v. *Britannia Hygienic Laundry Co. Ltd.* [1923] 2 K.B. 832 (68 Sol. J. 102).

THE PROVISION OF PIT PROPS IN MINES.

In the recent case of *Hough and another* v. *Hall's Collieries Limited* at Burton County Court, the claim was for damages for wrongful dismissal, and the defence was that the dismissal was justified—by reason of a serious breach of duty in negligently setting props. The case for the plaintiffs was that (1) they were competent stallmen (of many years' experience) and, after "blowing" a certain amount of coal, they had propped the place—inserting a wedge for safety; (2) owing to the lack of a supply of "lids," they had to make the wedges themselves, although their only tools were a pick, hammer and shovel; (3) nevertheless the officials proposed to impose fines of half-a-crown (owing to the unsafe method adopted), but the plaintiffs refused to sign the book—agreeing to the deduction—and were dismissed; (4) a sufficient supply of lids had subsequently been sent down. The defence was that (*a*) there was no shortage of timber and a plentiful supply of suitable material was available for lids; (*b*) there had been no complaint of insufficient supplies, and only about 10 per

cent. of the props required lids. His Honour Judge Longson held that (1) there was negligence in setting up the props and lids; (2) a sufficient supply of timber was available. Judgment was therefore given for the defendants, with costs.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

The late Lord Sumner.

Sir,—I am sure your readers will deeply appreciate your tribute to the genius of the late Lord Sumner, he was certainly the greatest common lawyer of our time. My recollections of him go back a long way, to the time when as a student for the Bar I attended the lectures on contract and tort delivered by one whom we knew then as J. A. Hamilton, a rising junior. Other lectures are largely forgotten, but not Hamilton's, his audience enjoyed them thoroughly. There they would get the pure essence of law made thoroughly interesting, and enlivened by the lecturer's dry humour. Later I reported some notable judgments of his in the Court of Appeal, but remember best of all his great judgment in *Attorney-General* v. *Horner* (*No.* 2) [1913] 2 Ch. 140, at p. 183, where, after dealing exhaustively with all the authorities, he concluded with a passage in which he described a final contention put forward by the appellant as to a lost grant of a market right in language of withering sarcasm. The passage is too long to quote, but begins on p. 200, as follows: "I am not sure that I have apprehended it rightly, but as I understand it the appellant's answer is this. Once upon a time before the days of Richard Cœur de Lion, there was a King of England . . ." and ends ". . . I do not think it necessary to do more than state this contention. I do not say there might not be cases to which some such presumption would apply, but I am sure this is not one of them." Read it all. One story may be given to illustrate his humour. During the hearing of an appeal from the Chancery Division on the construction of a will, a member of the court suggested that it was so badly drafted that it must be the testator's own work, and could not have been prepared by a lawyer at all. Counsel for the trustees then interposed: "My Lords, I am instructed that this will was drafted by the testator's own solicitor, and I suppose he would be described as a lawyer." Hamilton, L.J., replied: "Say a member of the profession, Mr. ——."

Lincoln's Inn. H. LANGFORD LEWIS.
7th June.

Expense of Litigation.

Sir,—With reference to Mr. F. Clifford Stigant's letter in your issue of the 2nd June, may I be permitted as Chairman of the Parliamentary and Commercial Law Committee of the London Chamber of Commerce, and one of the signatories to the Memorandum and the other reports of that committee, to make one or two observations on Mr. Stigant's letter. Perhaps Mr. Stigant did not have the text of the Chamber's report before him, and he forgets that the London Chamber of Commerce is a body of commercial men carrying on business in London, and that, therefore, all the Chamber's reports deal with these questions from the point of view of commerce and London. Perhaps you could find room for the text of the Chamber's observations on the County Courts in London, contained in the report, of which I enclose a copy.

The statements there made are the result of actual experience. The report does not refer to county courts outside London. Bristol or Newcastle-on-Tyne have their own Chambers of Commerce who can deal with such matters. The loss of time that is referred to is as is shown by the text of paragraph 5 of the Chamber's Memorandum, loss of time caused by parties and witnesses having to wait for a case to come on.

As I have said the Chamber's reports do not profess to refer to the provinces, but to conditions in London (which includes Greater London).

Lime Street, E.C.3. EDWARD G. ROSCOE.
6th June.

The following is an extract from the Memorandum of the London Chamber of Commerce referred to in Mr. Roscoe's letter:—

5. ENLARGEMENT OF JURISDICTION OF COUNTY COURTS. (Report page 44 and following).

The Chamber has more than once considered this question. The Report on page 49 quotes paragraph 18 of the Chamber's first Memorandum. The Chamber in its Memorandum of the 7th March, 1933 (page 2 "Procedure"), again refers to this question, as follows:—

> "We would draw attention to paragraph 18 of the Chamber's First Memorandum. After further consideration we confirm our opinion expressed in this paragraph. The County Court Rules do not permit, except by agreement, a shortening of the procedure or the use of documentary evidence. Parties who have cases in the County Courts have frequently to wait all day and then the cases are not always reached. Many of the County Courts are inconveniently situated for business men, and the latter naturally in any case prefer their cases to come before a Judge of the High Court, more especially as the Law Courts are situated in a convenient part of London and if a procedure can be made universal whereby the necessity for the personal attendance of witnesses can be reduced as much as possible, and dates of hearing fixed, we feel sure that business people would prefer that the High Court should deal with their cases rather than the County Courts."

For the reasons mentioned in the above paragraph, and in the Chamber's first Memorandum, we are still of the same opinion, and are therefore opposed to the proposal in the report that the High Court should be empowered to remit cases to the County Courts up to £200. If such an increase in the existing work of the County Courts is made without a corresponding reform of procedure and practice, as indicated in the previous Memorandum of the Chamber, we do not see how either efficiency or economy can be served. It is no economy for business men or their employees to have to attend a distant County Court all day to give evidence with the likelihood of an adjournment. Moreover, the expense of fighting a case in the County Court involving £100/200, in which Counsel are employed and in which there may be a considerable quantity of documents and evidence, may be little if any less than in the High Court taking into consideration the loss of time. We are, therefore, for the above reasons, not in favour of the proposal in the report.

Delay in Local Land Charges Registries.

Sir,—The letter of Messrs. Wilkinson, Howlett & Moorhouse is interesting because it shows the trouble and delay to which solicitors are put.

The solution to the matter is, of course, for all registrations either for Local Land Charges or otherwise to be registered at the Land Registry. The system of Local Land Charges is unsatisfactory. Even if an answer is given the local authority state that it is not responsible for the answer given. Surely the responsibility should lie with the council.

Sometimes we are informed that the fees are pocketed by the clerk to the council—in other cases they are pocketed by the local authority. What these actual fees are in the course of a year it is impossible for one to guess, but they must amount to many thousands of pounds.

A. E. HAMLIN, BROWN & Co.

Soho-square, W.1.
11th June.

To-day and Yesterday.

LEGAL CALENDAR.

11 JUNE.—On the 11th June, 1906, Mr. Justice Farwell was raised to the Court of Appeal, in succession to Lord Justice Stirling. In his new office, he fully maintained the reputation he had won in the Chancery Division. He was one of the strongest and most learned judges of his time, and the value of his judgments was enhanced by their virile and graceful style. He was one of the first lawyers to sound the alarm at the beginnings of "the new despotism," the already perceptible invasion by the executive of the province of the courts.

12 JUNE.—On the 12th June, 1808, George William Wilshere Bramwell was born within the sound of Bow Bells. His father was a precise, conscientious business man of the old school, head clerk and ultimately partner in a banking firm. His mother, a woman of great force of character lived to be ninety-six. His parents gave him the physical power to struggle for success, but they brought him no powerful friends, and he started life with little money. *Omnia sua sibi ipse debet.* His favourite motto was "*Diligenter*," and this principle it was that raised him to the Bench of the Court of Exchequer in 1856.

13 JUNE.—The Honourable Bernard Coleridge was called to the Bar on the 13th June, 1877. His father was Lord Chief Justice; his grandfather had been a Justice of the Queen's Bench and he himself was to attain judicial honours. But during his first case at the Devon Sessions, the legal tradition of his family was thrown in his teeth by a rough-spoken and unscrupulous opponent, Counsellor Carter, who indignantly told the jury: "Mr. Coleridge is prosecuting this unhappy man! I remember his grandfather on these sessions! Well, he's dead, and I won't say anything more about him. Then came his son, whom we all remember well enough, and they made him Lord Chief Justice! Now here's another of 'em!"

14 JUNE.—Lord Chief Justice Coleridge died at his house in Sussex Square, on the 14th June, 1894, after over twenty years' judicial service.

15 JUNE.—On the 15th June, 1691, Sir Henry Pollexfen, Chief Justice of the Common Pleas, burst a blood-vessel and died at his house in Lincoln's Inn Fields, having held his office for a little more than two years. Estimates of his character are various. One critic describes him as "an honest and learned, but perplexed lawyer," another as "the veriest butcher of a judge that hath been known"; and another speaks of his death as "a great and publique loss, he being a very learned, upright and usefull man."

16 JUNE.—On the 16th June, 1877, Lord Justice Mellish died in London at his house in Lowndes Square. His appointment in 1870 to the Chancery Court of Appeal had been a bold experiment, for his practice was at the Common Law Bar. However, he justified the selection and his judicial performance was in the highest degree satisfactory, almost his only fault being an eager habit of controversially interrupting the arguments of counsel. All his life he was a martyr to gout and often suffered severe pain in court, overcoming it with great fortitude.

17 JUNE.—On the 17th June, 1842, John Francis was tried for shooting at Queen Victoria. The young sovereign accompanied by Prince Albert, had been driving down Constitution Hill to Buckingham Palace when the man drew a pistol from his pocket and fired at her, but without effect. The defence urged that the weapon was not loaded, but the prisoner was found guilty of high treason and sentenced to be drawn on a hurdle to the place of execution, hanged and quartered. His punishment was, however, commuted to transportation for life.

THE WEEK'S PERSONALITY.

The son of a judge and the father of a judge, himself Chief Justice of the Common Pleas for seven years and Chief Justice of the Queen's Bench for fourteen, Lord Coleridge carried on a great legal tradition. Tall and handsome and gifted with an extremely beautiful voice, his personality was attractive. Kindness of heart and an excessive sensitiveness marked his character, but a quick and impulsive nature made him a bad judge of character, liable to base hasty judgments on a casual displeasure. He was, however, always ready to admit and correct his mistakes when he saw he was in the wrong. He was enthusiastic, communicative and a great relator of anecdotes, but because he was not always on the same level of emotion he was sometimes accused of insincerity. Lord Lindley wrote of him: "His judgments were always luminous and they are models as literary compositions. There runs through them a broad and liberal spirit, a love of truth and freedom, a detestation of trickery and sophistry, and a marked reluctance to decide in obedience to authority when opposed to his own clear views of justice." The monumental stone which commemorates him in the little church built by his father at Alphington bears the words: "He served the Law. He sought the Truth. He loved Liberty."

DICKENS RETURNS TO CHANCERY.

One would have thought that by 1934 the spirit of Charles Dickens would have passed beyond the grasp of the law. Yet it is ironically appropriate that sixty-four years after his death, his will should rise up before the court as if to test the differences between the High Court of Chancery and the Chancery Division, between Lincoln's Inn Hall and the Royal Courts of Justice, between Lord Eldon and Bennett, J. Did he find any likeness to the days when members of the Chancery Bar engaged endlessly in "tripping one another up on slippery precedents, groping knee-deep in technicalities, running their goat-hair and horse-hair warded heads against walls of words"? Such echo as there might be of those old, unhappy, far-off things was faint enough in the robust common-sense atmosphere of Chancery Court V, though the citations went back to Lord Mansfield in 1769. No, even should it become a leading case, *In re Dickens* is no *Jarndyce* v. *Jarndyce*, and Bennett, J., will not reserve his decision as long as was Lord Eldon's wont. As for the protracted doubts of that too deliberative Chancellor, their seeds were sown, according to his own story, by the impression made on him by the motto, "*Sat cito, si sat bene*," on the panel of the coach which carried him from the North on his way to Oxford

"LAW REPORTS" FOOTNOTES.

Should *In re Dickens* eventually figure in the Law Reports, it will not be the first time that Charles Dickens has attracted the attention of the reporters. The curious may turn up *Dew* v. *Clark* in 1852, where they will find a unique footnote rebuking the distinguished author for his crusade against the Court of Chancery. It questions the accuracy of his account of some of the "Martyrs of Chancery," adding rather spitefully that "'Dickens' Reports' have never been held in very high estimation for correctness by the profession." Touches of that description lighten the monotony of the case books. In the course of the argument before Bennett, J., there was read a very curious note to Lord Mansfield's judgment in *Millar* v. *Taylor*: "Except in *this* and *one other* case . . . where Mr. Justice Yates differed from the other Three, Every Rule, Order, Judgment and Opinion, has to this Day been (as far as I can recollect) unanimous. This gives Weight and Dispatch to the Decisions, Certainty to the Law and infinite Satisfaction to the Suitors: And the Effect is seen by that immense Business which flows from all Parts, into this Channel; and which we who have long known Westminster Hall behold with Astonishment . . ." This burst of exultation was an indirect blow at the dissenting Yates, J., whose collisions with the Chief were notorious.

Obituary.

SIR H. GREENE-KELLY.

Sir Henry Greene-Kelly, Chief Justice of Southern Nigeria from 1900 to 1908, died recently in London at the age of sixty-nine. He was called to the Irish Bar in 1886, and in 1891 he was appointed a puisne Judge of the Niger Territories. He became Chief Justice in 1899, and Chief Justice of the Supreme Court of Southern Nigeria in 1900. He received the honour of Knighthood in 1906, and he retired in 1908.

SIR JAMES GREIG, K.C.

Sir James William Greig, K.C., a Bencher of Lincoln's Inn and late Commanding Officer of the London Scottish, died at Hyde Park Gate, S.W., on Sunday, 10th June. He was educated at University College School, University College, London, the Sorbonne, and the Collège de France, Paris, and was called to the Bar by Lincoln's Inn in 1882. He took silk in 1913 and was made a Bencher of his Inn in 1917. He was Standing Arbitrator under the Railways Act, 1921. He sat for West Renfrewshire as a Liberal from 1910 to 1922, and from 1917 to 1922 he was Parliamentary Secretary to the Secretary for Scotland. He was made C.B. in 1911, and a Knight Bachelor in 1921.

SIR HENRY THEOBALD, K.C.

Sir Henry Studdy Theobald, K.C., Master in Lunacy from 1907 until 1923, died on Friday, 8th June, at the age of eighty-seven. He was educated at Rugby and Balliol College, Oxford, and in 1871 he was elected to a Fellowship of Wadham College. In 1873 he was called to the Bar by the Inner Temple, where he was tutor in real property law and afterwards a Bencher. He was secretary of the Committee on Chancery business in 1884. He took silk in 1899, and in 1907 he was appointed Master in Lunacy. His eyesight failed, and he became completely blind, but he continued in office until 1923 when he retired. He was knighted in the same year. He wrote several books, the most famous being his "Treatise on the Law of Wills," which was first published in 1876.

PROFESSOR A. F. MURISON, K.C.

Professor Alexander Falconer Murison, K.C., LL.D., died at Clapham Common on Friday, 8th June, in his eighty-eighth year. Educated at the University of Aberdeen, he was called to the Bar by the Middle Temple in 1881, and took silk in 1924. He was appointed Professor of Roman Law at University College, London, in 1883, and held that post until 1925, when he retired; he was then created Professor Emeritus. He was an Examiner for the Council of Legal Education, and in 1916 he was elected President of the Society of Public Teachers of Law.

MR. H. G. ABRAHAMS.

Mr. Harry Gerald Abrahams, solicitor, senior partner in the firm of Messrs. Michael Abrahams, Sons & Co., of Bishopsgate, E.C., died on Saturday, 9th June. Mr. Abrahams was admitted a solicitor in 1882 and had practised in London for fifty years.

MR. H. W. BADGER.

Mr. Henry Walter Badger, B.A. Cantab., solicitor, head of the firm of Messrs. Leeman, Wilkinson & Badger, of York, died on Thursday, 7th June, at the age of eighty-four. Mr. Badger, who was educated at St. Peter's, York, Rugby and Cambridge University, was admitted a solicitor in 1874. He became President of the Yorkshire Law Society in 1911.

MR. F. A. STONE.

Mr. Frederick Arthur Stone, solicitor, a partner in the firm of Messrs. Swepstone, Stone, Barber & Ellis, of Old Broad Street and Thornton Heath, died on Monday, 4th June, at the age of forty-six. Mr. Stone, who was admitted a solicitor in 1914, was Clerk to the Worshipful Company of Turners.

Notes of Cases.

Court of Appeal.

***In re* Landau; *ex parte* The Trustee *v.* The Bankrupt.**

Lord Hanworth, M.R., Slesser and Romer, L.JJ.
21st April and 11th May, 1934.

BANKRUPTCY—DIVORCE—SUM PAYABLE AS MAINTENANCE—PAYMENT OF CREDITORS—"INCOME"—BANKRUPTCY ACT, 1914 (4 & 5 Geo. 5, c. 59), ss. 38 and 51.

Appeal from the Registrar.

In 1925 Mrs. L obtained a divorce and an order that she should be paid £1,800 a year maintenance. In 1933 she was adjudicated bankrupt, her liabilities being over £6,000 and her assets £5. The registrar refused to make an order that she should pay her creditors out of her maintenance..

Lord HANWORTH, M.R., allowing the appeal, said that s. 51 of the Bankruptcy Act, 1914, was not controlled or limited by s. 38, and that the sums received by Mrs. L were "income" within the meaning of s. 51.

SLESSER and ROMER, L.JJ., agreed.

COUNSEL: *O. Kean; Tindale Davis.*

SOLICITORS: *Woolfe & Woolfe; Reginald Hartley.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

***In re* a Debtor (No. 29 of 1931) William Wild *v.* The Petitioning Creditor and the Debtor.**

Luxmoore, J. 23rd April and 7th May, 1934.

BANKRUPTCY—RECEIVING ORDER DISCHARGED—COSTS—DEBTOR'S SOLICITOR — SET-OFF — GARNISHEE ORDER — CHARGING ORDER—SOLICITORS ACT, 1932 (22 & 23 Geo. 5, c. 37), s. 69.

The debtor instructed the applicant, who was a solicitor to defend a bankruptcy petition filed by the petitioning creditor. A receiving order was made in 1933, but on appeal was discharged in January, 1934, the petitioning creditor being ordered to pay the costs of the appeal when taxed to the debtor or his solicitor. The petitioning creditor did not pay these costs which amounted to £41 5s. 7d., on the ground that he had a set-off for moneys owed by the debtor. On the 12th April, the debtor issued execution for the amount of the costs. The Sheriff of Middlesex, having been paid out, retained the money, and on the 16th April, the petitioning creditor obtained a garnishee order *nisi* attaching it towards the satisfaction of a judgment for £132 8s. 9d., signed by him against the debtor. On the 19th April the applicant obtained a charging order *nisi*. It was argued for the petitioning creditor that the sum in the hands of the sheriff was not "property recovered or preserved" within s. 69 of the Solicitors Act, 1932.

LUXMOORE, J., in giving judgment, said that this was a matter of discretion, and, having considered the authorities, he thought it right to direct that the solicitor should have a charging order on the fund.

COUNSEL: *Cecil Bennett; Samuel Sidebottom.*

SOLICITORS: *Wild & Co.; Trollope, Winckworth, Crump and Sprott.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Connolly Shaw, Ltd., *v.* Nordenfjeldske S.S. Co.

Branson, J. 17th May, 1934.

SHIPPING—BILL OF LADING—DEVIATION CLAUSE—CONSTRUCTION—PERISHABLE CARGO AND FRUSTRATION OF VOYAGE.

In this case Connolly Shaw, Ltd., fruit brokers, claimed from Nordenfjeldske S.S. Co. £233 as damages for alleged

delay in delivery of a consignment of lemons from Palermo. They claimed as indorsees of five bills of lading covering 1,138 packages of lemons shipped on the "Ragnvald Jarl" at Palermo for carriage to London. Loading was completed and the ship left that port on the 3rd May, 1933. She called at Valentia and there loaded a quantity of potatoes for carriage to Hull. To oblige the shipper of those potatoes the defendants sent the steamer first to Hull and discharged his potatoes there, and then sent her back to London. The plaintiffs contended that that resulted in a delay of five days in the delivery of their lemons in London, and they said that they had suffered damage owing to deterioration of the lemons and also owing to a change in the market conditions during the five-day interval. The defendants said that the deviation was both reasonable in itself and authorised by an express clause in the bills of lading which provided "Nothing in this bill of lading (whether written or printed) is to be read as an engagement that the said carriage shall be performed directly or without delays, the ship is to be at liberty, either before or after proceeding towards the port of delivery of the said goods, to proceed to or return to and stay at any ports or places whatsoever (although in a contrary direction to or out of or beyond the route of the said port of delivery) once or oftener in any order backwards or forwards for loading or discharging cargo passengers coals or stores or for any purpose whatsoever whether in relation to her homeward voyage or to her outward voyage or to an intermediate voyage, and all such ports places and sailings shall be deemed included within the intended voyage of the said goods."

BRANSON, J., said that the main point of the case arose on the terms of the bill of lading, which contained the contract between the parties. The defendants claimed the right to do anything they pleased so long as they did not cause a frustration of the contract, which would occur in this case if the goods had perished before delivery. Where two parties, both *sui juris* and at arm's length, entered into a contract which put one at a disadvantage compared with the other they must abide by it, and, provided that the intention was clearly expressed, the court would enforce it. In this case, therefore, the ship had liberty to go where she pleased as long as the purpose of the voyage was not frustrated—the carriage of a perishable cargo to London. The evidence did not show that the call at Hull before coming to London had affected the condition of the lemons, and the action therefore failed.

COUNSEL: *Lord Erleigh*, K.C., and *Kingsley Griffith*, for the plaintiffs; *Miller*, K.C., and *Harry Atkins*, for the defendants.

SOLICITORS: *Smith and Hudson; Constant and Constant.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

In the Estates of H. G. M. and C. D. H. Young, deceased.

Langton, J. 23rd April, 1934.

PROBATE—ADMINISTRATION—GRANTS TO TRUST CORPORATIONS—ORDER FOR REMUNERATION—TRUSTEE ACT, 1925 (15 Geo. 5, c. 19), ss. 42, 68 (sub-ss. (17) and (18)) and 69.

In moving for grants of administration to trust corporations in both these cases, counsel asked that the court should expressly confer upon the grantees power to charge such remuneration for their services as the court might think fit as provided by the Trustee Act, 1925, s. 42.

The deceased, H. G. M. Young, died on 17th March, 1926, intestate. W. E. Young, his father, died on 13th January, 1934, leaving a will appointing executors. These executors renounced their right to administer the estate of H. G. M. Young, and consented to the appointment as administrator of the National Bank of Scotland, a trust corporation, within the meaning of the Trustee Act, 1925, s. 68, sub-s. (18). The deceased, C. D. H. Young, died on 23rd April, 1932, leaving a will appointing an executrix, who pre-deceased him, and administration with the will annexed had been granted to W. E. Young. His executors, also renounced in respect of the estate of C. D. H. Young. It was now sought to appoint as administrators *de bonis non* of the estate of C. D. H. Young, Glyn, Mills & Co., bankers, also a trust corporation within the meaning of the Act.

LANGTON, J., in ordering the grants to issue, directed that the parties in both cases should have power to charge according to their authorised scales.

COUNSEL: *F. L. C. Hodson.*

SOLICITORS: *Murray, Hutchins & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Velasco *v.* Coney.

Langton, J. 15th May, 1934.

PROBATE—POWER OF APPOINTMENT EXERCISED BY WILL—REVOCATION—TESTATRIX ITALIAN SUBJECT DOMICILED IN ITALY—WILL VALID IN ENGLISH AND ITALIAN LAW—REVOCATION BY LETTER EQUIVALENT TO "MANDATE" IN ITALIAN LAW—GOOD REVOCATION THOUGH NOT IN ACCORDANCE WITH ENGLISH LAW—CONFLICT OF LAWS—COSTS—WILLS ACT, 1837 (1 Vict., c. 26), s. 20.

In this probate action the plaintiff, an Italian subject, propounded a will of his deceased wife who died in 1931 leaving him a life interest in certain property over which she had exercised by her will a special power of appointment reserved to her under a will made in 1893 by her uncle, Mr. Alfred Ames, who died in April, 1910. In 1914 the testatrix had purported to revoke her will by a letter to her solicitor in England directing him to destroy it, which he did. The defendant was one of the residuary legatees under the will of Mr. Alfred Ames, benefiting in default of exercise of the special power of appointment. The facts and arguments appear sufficiently from the judgment.

LANGTON, J., in giving judgment, said that the case raised a novel and not unimportant point in view of the principles involved. Signora de Santiyan y Velasco was of English birth, and married the plaintiff in 1905. She appeared to have spent the greater portion of her life in Italy, and there was no suggestion that she had acquired any but an Italian domicil. Her will of July, 1910, exercising the power of appointment under her uncle's will in favour of her husband, was drafted in England and executed in Rome, and she had taken pains to secure that it should be valid according to both English and Italian law. On 29th May, 1914, she signed an authority to the English solicitor who prepared the will to destroy it. That authority, which in Italian law was called a "mandate," bore on its face, in the handwriting of the English solicitor (since deceased), the words "Destroyed, 2 June, 1914." When the will was destroyed in England the testatrix was in Italy. The testatrix died leaving no issue and without having purported to make any fresh power of appointment. If that power had not been exercised the property fell to be divided among certain beneficiaries under the will of Mr. Alfred Ames. The dispute centred on the single point whether the intended revocation in 1914 was effectual or not to revoke the will. Counsel for the plaintiff contended that by s. 20 of the Wills Act, 1837, an English will could only be revoked by destruction if destroyed by the testatrix herself, or by someone else in her presence and by her direction, and that therefore this will had not been revoked. On behalf of the defendant it was said that the will of 1910 was valid both by English and Italian law, and that the revocation by Italian law was completely effectual. He (his lordship) found as facts that the will of 1910 was a good will in Italian law, and that the letter of 29th May, 1914, was effective in Italian law to revoke the will. Next he had to determine whether he ought to apply the Italian or the English law to the question of revocation. Assuming, as it appeared, that

the question was bare of authority, he had no hesitation in applying the Italian law. The testatrix was an Italian subject, and her will of 1910 had been made and revoked according to Italian law. The Probate Court always leaned towards giving effect to the intentions of a testator, and here the intentions were beyond cavil or dispute. The action therefore failed, but the plaintiff would be allowed his costs out of the estate.

COUNSEL: *Hon. Victor Russell*, for the plaintiff; *Bayford*, K.C., and *H. W. Barnard*, for the respondent.

SOLICITORS: *Albert M. Oppenheimer; Burch & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law

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Stepney Borough Council *v.* John Walker & Sons, Limited	238
Tate and Lyle Ltd. *v.* Hain Steamship Co. Ltd.	412
Todrick *v.* Western National Omnibus Company	318
Townend *v.* Askern Coal and Iron Co.	103
Trollope, Geo. and Sons *v.* Martyn Bros.	174
Trustees of Sir Currimbhoy Ebrahim Baronetcy Trust *v.* Commissioner of Income Tax, Bombay Presidency	206
Turton *v.* Turnbull	367
Ugleexport Charkow *v.* Owners of S.S. Anastasia. Russian Wood Agency, Ltd. *v.* Dampskibsselskabet "Heimdal" &c.	297
United Dairies (London), Ltd. *v.* Hackney Borough Council	278
Vancouver Malt and Sake Co., Ltd. *v.* Vancouver Breweries, Ltd.	173
Warwickshire Coal Co. Ltd. *v.* Coventry Corporation	336
Webb *v.* Maidstone and District Motor Services, Limited	336
Wenham, *Ex parte*	414
West Ham Corporation *v.* Charles Benabo & Sons	208
Wilchick *v.* Marks and Silverstone (Silverstone, Third Party)	277
Williams *v.* Smith	318

Books Received.

Statement showing the Number of Persons in Receipt of Poor Relief in England and Wales in the Quarter ending in March, 1934. London: H.M. Stationery Office. 6d. net.

Annual Local Taxation Returns, England and Wales, 1931–32. Part II. 1934. London: H.M. Stationery Office. 3s. 6d. net.

Annual Local Taxation Returns, England and Wales, 1931–32 Part III. 1934. London: H.M. Stationery Office. 1s. 3d. net.

Town and Country Planning in Scotland. By Sir W. E. WHYTE, Solicitor. 1934. Demy 8vo. pp. 74. Edinburgh and Glasgow: William Hodge & Co. Ltd. 2s. 6d. net.

Reports on Public Health and Medical Subjects. No. 71.—The Bacteriological Examination of Water Supplies. 1934. London: H.M. Stationery Office. 9d. net.

Reports on Public Health and Medical Subjects. No. 73.—Antimony in Enamelled Hollow-ware. By G. W. MONIER-WILLIAMS, O.B.E., M.C., M.A., Ph.D., F.I.C. 1934. London: H.M. Stationery Office. 4d. net.

The Law of Trusts. By GEORGE W. KEETON, M.A., LL.D., Reader in English Law in the University of London. 1934. Royal 8vo. pp. xlvi and (with Index) 358. London: Sir Isaac Pitman & Sons, Ltd. 25s. net.

Public Health Law. By SYDNEY G. TURNER, one of His Majesty's Counsel. Third Edition, 1934. By JOHN HODSON, B.A., LL.B., of Gray's Inn, Barrister-at-Law. Demy 8vo. pp. liii and (with Index) 259. London: St. Bride's Press, Ltd. 18s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London, Liverpool and Birmingham.]

MIDDLE TEMPLE PRIZES.

Blackstone Prizes of £105 each have been awarded by the Masters of the Bench of the Middle Temple to Mr. K. H. Digby, of St. John's College, Oxford, for Common Law, and to Mr. J. E. S. Simon, of Trinity Hall, Cambridge, for Equity. Twelve prizes are offered each year.

Parliamentary News.

Progress of Bills.

House of Lords.

Architects (Registration) Bill.
Read Third Time. [13th June.
Betting and Lotteries Bill.
Amendments reported. [12th June.
Corby (Northants) and District Water Bill.
Read Third Time. [12th June.
Cotton Manufacturing Industry (Temporary Provisions) Bill.
Read Second Time. [7th June.
Durham County Water Board Bill.
Read Third Time. [12th June.
Edinburgh Corporation Order Confirmation (No. 2) Bill.
Considered on Report. [12th June.
Licensing (Permitted Hours) Bill.
Read Second Time. [12th June.
London County Council (General Powers) Bill.
Reported, with Amendments. [7th June.
London, Midland and Scottish Railway Bill.
Read Second Time. [7th June.
Maidstone Waterworks Bill.
Read Second Time. [13th June.
Middlesex County Council Bill.
Reported, with Amendments. [12th June.
Ministry of Health Provisional Order Confirmation (Burnham and District Water) Bill.
Read Third Time. [12th June.
Ministry of Health Provisional Order Confirmation (Herriard and District Water) Bill.
Read Third Time. [12th June.
Ministry of Health Provisional Order Confirmation (Leek) Bill.
Committed. [7th June.
Ministry of Health Provisional Order Confirmation (Milford Haven) Bill.
Read Third Time. [7th June.
Ministry of Health Provisional Order Confirmation (Morley) Bill.
Read Third Time. [7th June.
Ministry of Health Provisional Order Confirmation (Sheppey Water) Bill.
Read Third Time. [12th June.
Ministry of Health Provisional Order Confirmation (Steyning and District Water) Bill.
Read Third Time. [7th June.
Ministry of Health Provisional Order Confirmation (Wycombe and District Joint Hospital District) Bill.
Committed. [7th June.
Newcastle-upon-Tyne Corporation Bill.
Read Second Time. [12th June.
Nottingham Corporation (Trolley Vehicles) Provisional Order Bill.
Read First Time. [12th June.
Palestine Loan Bill.
Read First Time. [12th June.
Post Office (Sites) Bill.
Read Third Time. [7th June.
Protection of Animals (Cruelty to Dogs) (Scotland) Bill.
Read Second Time. [13th June.
Road Traffic (Compensation for Accidents) Bill.
Read Second Time. [7th June.
Sea Fisheries Regulations Bill.
Read Second Time. [7th June.
Sheffield Gas Bill.
Read Third Time. [13th June.
South Western Suburban Water Bill.
Read Third Time. [12th June.
Southern Railway Bill.
Read Third Time. [12th June.
Tithe Bill.
Withdrawn. [13th June.
Tyne Improvement Bill.
Read Third Time. [13th June.
Wantage Urban District Council Bill.
Read Third Time. [12th June.
Whaling Industry (Regulation) Bill.
Read First Time. [13th June.
Workmen's Compensation (Coal Mines) Bill.
Amendments reported. [12th June.

House of Commons.

Finance Bill.
Reported. [12th June.
Gas Undertakings Bill.
Amendments considered. [12th June.
Irvine and District Water Board Order Confirmation Bill.
Read Third Time. [8th June.
Land Drainage Provisional Order (No. 1) Bill.
Read Third Time. [13th June.
Licensing (Permitted Hours) Bill.
Read Third Time. [7th June.
London Passenger Transport Board (Interim Financial Arrangements) Bill.
Read First Time. [8th June.
Matrimonial Causes (Procedure in Suits for Nullity) Bill.
Read Second Time. [12th June.
Milk Bill.
In Committee. [13th June.
Ministry of Health Provisional Order Confirmation (Milford Haven) Bill.
Read First Time. [7th June.
Ministry of Health Provisional Order Confirmation (Morley) Bill.
Read First Time. [7th June.
Ministry of Health Provisional Order Confirmation (Steyning and District Water) Bill.
Read First Time. [7th June.
North Lindsey Water Bill.
Read Second Time. [11th June.
Nottingham Corporation (Trolley Vehicles) Provisional Order Bill.
Read Third Time. [8th June.
Palestine Loan Bill.
Read Third Time. [7th June.
Patents and Designs Bill.
Read First Time. [12th June.
Sheffield Gas Bill.
Read First Time. [13th June.
South Devon and East Cornwall Hospital, Plymouth, Royal Albert Hospital, Devonport, and Central Hospital, Plymouth (Amalgamation, &c.) Bill.
Reported, with Amendments. [7th June.
Statutory Salaries (Restoration) Bill.
Reported, without Amendment. [12th June.
Torquay Corporation Bill.
Read Second Time. [11th June.
Tyne Improvement Bill.
Read First Time. [13th June.
Tynemouth Corporation Bill.
Read Second Time. [11th June.
Wandsworth Borough Council Bill.
Read Third Time. [11th June.

Questions to Ministers.

LAND REGISTRATION.

Mr. HALL-CAINE asked the Attorney-General whether he will now consult and invite the active co-operation of Provincial law societies and the Institute of Auctioneers and Estate Agents to assist him to place the benefits of the Land Registry at the disposal of more provincial districts from January, 1936?

The SOLICITOR-GENERAL: As was pointed out in answer to the hon. Member for West Fulham (Sir C. Cobb) on 14th May, the Lord Chancellor has under his consideration the question of what steps shall be taken in view of the situation which will arise on 1st January, 1936. Meanwhile, he does not think that any useful purpose will be served by his addressing the Provincial law societies or the Institute of Auctioneers and Estate Agents on the matter. But if any Provincial law society or the Institute desire to forward any views, he will be glad to receive and consider them. [7th June.

MATRIMONIAL CAUSES.

Mr. MACQUISTEN asked the Attorney-General whether his attention has been called to a book entitled "Holy Deadlock" wherein His Majesty's judges and courts, and the legal code which they administer in matrimonial causes, are held up to public ridicule and contempt; and whether it is proposed to take any action in the matter?

The ATTORNEY-GENERAL (Sir Thomas Inskip): The book in question is a work of fiction, and is not such as to require any action on my part. [13th June.

Mr. Arthur Robert Besant, solicitor, of Seething-lane, E.C., and of Worthing, left £29,606, with net personalty £27,620. He left £100 each to the Solicitors' Benevolent Association, the United Law Clerks' Society, Dr. Barnardo's Homes, the Church of England Homes for Waifs and Strays, and the Shaftesbury Society and Ragged School Union.

Societies.

Inns of Court.

CALLS TO THE BAR.

Wednesday, 13th June, was Call Night at the Inns of Court. The following were called :—

LINCOLN'S INN.

Purshottamdas Narandas Patel, Bombay University, B.A., J. M. Walsh, King's College, London, B.A., LL.B., N. M. de Silva, St. John's College, Cambridge, B.A., Hirendra Nath Mukerjee, St. Catherine's, Oxford, B.A., B.Litt., and Calcutta University, M.A., A. B. B. Balderamos, Rajkumar Man Singh, Kiran Lal Roy, Calcutta University, B.A., D. M. McQueen, Clare College, Cambridge, B.A., M. J. Albery, Exeter College, Oxford, B.A. (Honours) (a Cholmeley Student, Lincoln's Inn), E. Cashdan, London University, M.A., B. R. Davies, Hertford College, Oxford, M.A., H. P. L. Crookenden, Emmanuel College, Cambridge, B.A., Alice Raven, V. P. M. J. O. Stranders, University College, London (a Tancred Law Student, Buchanan Prize, Lincoln's Inn, Trinity, 1934), Sanaullah, Calcutta University, B.A. (1st Class Honours) and London University; G. M. Parbury, Jesus College, Cambridge, B.A. (Buchanan Prize, Lincoln's Inn, Hilary, 1933), Kalyan Kumar Basu, Emmanuel College, Cambridge, B.A., and Calcutta University, M.A., B.L., P. L. Lam, Liverpool University, LL.M., and Columbia University, New York, M.A., Shankerlal Prabhudas Patel, Bombay University, B.A., I. Fishman, London University, M.A. (Honours), R. T. E. Latham, Magdalen College, Oxford, B.A., and Melbourne University, B.A.

INNER TEMPLE.

S. S. Barakbah, W. D. R. Thompson, L.R.C.P., G. T. Griffith, Trinity College, Cambridge, M.A., E. P. S. Bell, A. W. G. H. Grantham, Pembroke College, Cambridge, B.A., C. Ross, King's College, London, B.A., B. Krairiksh, Queen's College, Oxford, B.A., D. Dade, C. W. Shorland, Exeter College, Oxford, B.A., J. F. E. Stephenson (holder of an Entrance Scholarship awarded Michaelmas Term, 1933), New College, Oxford, B.A., A. D. Scholes, Selwyn College, Cambridge, B.A., G. R. Hughes, Lincoln College, Oxford, B.A., E. P. Solomon, Trinity Hall, Cambridge, B.A., K. Win, University of London, J. G. Dekker, Trinity Hall, Cambridge, B.A., B. Swarup, Trinity College, Cambridge, B.A., Sir J. H. Henry, Bart. (holder of an Entrance Scholarship awarded Michaelmas Term, 1932, and of a Profumo Prize awarded Michaelmas Term, 1933), University College, London, B.A., C. P. Newton, University College, London, O. A. C. Lever, New College, Oxford, B.A., G. Newman, Miss D. K. Dix, University College, London, B.A., A. K. Bhattacharyya, University of London, G. Stewart, Christ Church, Oxford, B.A., A. F. Armitage, Lieutenant-Commander, R.N. (retired), T. F. Owen, Pembroke College, Oxford, M.A., E. E. Godbold, S. B. Cohen, King's College, Cambridge, B.A., Miss K. M. Ingold, Queen's University, Belfast, M.A., E. M. A. Browne, Pembroke College, Cambridge, B.A., W. Ross-Taylor, Trinity College, Oxford, B.A.

MIDDLE TEMPLE.

Shanti Swaroop Dhavan, B.A., Emmanuel College, Cambridge, and B.A., Punjab University, F. S. Protheroe, Adetokunboh Adegboyega Adeniji Ademola, B.A. (Honours), Selwyn College, Cambridge, Sukhadeo Totaram More, Paramanathan Navaratnarajah B.A., St. John's College, Cambridge, and B.Sc., London University, Krishna Behari Tandan, B.Sc., Allahabad University, Shantilal Liladhar Mehta, B.A., Cambridge University, and B.A., Bombay University, A. S. Stavrinides, Birendra Chandra Das, B.A., London University and B.A., Patna University, Ranbir Jang Bahadur, B.A., Benares University, M. Kouriansky, LL.B., London University, H. W. M. Coley, B.A., LL.B., Christ's College, Cambridge, K. H. J. Hayes, B.A., Brasenose College, Oxford, G. M. Wilson, Akbar Abedin Peerbhoy, B.Sc., London University, Jiwajee Abdulhussain Hussain, B.A., Nagpur University, Raj Krishna Tandon, B.A., Emmanuel College, Cambridge, and B.A., LL.B., Punjab University, K. H. Digby, B.A., St. John's College, Oxford, Mian Shakirullah Jan, S. C. Thornley, B.Com., London University, C. H. Butterfield, B.A. (Honours), Trinity College, Cambridge, B. A. U. Trew, B.A., Merton College, Oxford, J. M. Asher, M.A., St. Andrew's University, Jeon Singh Chabra, H. D. Baskerville, B.A., Worcester College, Oxford, A. J. Bligh, M. J. J. L. Rivalland, E. J. Le Pelley, Bachelier-en-Droit, Université de Caen (France), Mary C. Davies, Thekkakkara Abraham Ittanpillai, B.A., Calcutta University, J. E. S. Simon, B.A., Trinity Hall, Cambridge, G. Ritchie, J. Sinclair, M.Eng. (Mining). Sheffield University, E. F. Qualtrough, P. C. R. Noble, LL.B., London University, W. A. M. Stewart, L.R.C.P., and S., J. L. Poole, B.A., New College, Oxford, A. C. Rienzi, B.A., Central University, U.S.A., A. H. Bray, B.A., Pembroke College, Oxford.

GRAY'S INN.

Indra Krishna Kaul, M.Eng., University of Liverpool, J. V. Jenkins, W. Uriburu, Christ Church, Oxford, Birendra Saday Dutt, B.A., Emmanuel College, Cambridge, F. A. Stockdale, B.A., Magdalene College, Cambridge, A. D. Houston, B.A., St. Catherine's College, Cambridge, L. Pearl, University of London; K. B. Davies, B.A., B.C.L., Keble College, Oxford, J. M. Marchington, LL.B., Victoria University of Manchester, The Hon. David J. Watson, B.A., Trinity College, Cambridge, W. E. Stubbs, B.A., Corpus Christi College, Oxford, George Yuk-Ki Shé, B.A., Keble College, Oxford, E. Matalon, LL.B., University of London; W. J. Brown, F. H. Oehlers, University of London, W. R. Cotton, University of London, R. Lyons, LL.B., University of Leeds, E. L. Sturdy, LL.M., University of London, G. S. Waller, B.A., Queen's College, Cambridge, E. B. Jolliffe, B.A., Christ Church, Oxford (Arden Scholar, Gray's Inn, 1934), R. T. Paget, Trinity College, Cambridge, A. R. Snelus, B.A., St. Catharine's College, Cambridge, Z. Berinson, B.A., Jesus College, Cambridge, R. H. Drayton, LL.B., University of London.

Solicitors' Benevolent Association.

The monthly meeting of the Directors of this Association was held at 60, Carey-street, London, W.C., on the 6th June. Mr. Norman T. Crombie (York) in the chair. The other Directors present were Sir A. Norman Hill, Bart., Sir Edmund R. Cook, C.B.E., Sir E. F. Knapp-Fisher, and Messrs. E. E. Bird, A. J. Cash (Derby), T. G. Cowan, T. S. Curtis, E. F. Dent, R. Epton (Lincoln), A. G. Gibson, G. Keith, C. W. Lee, C. G. May, H. F. Plant, A. B. Urmston (Maidstone), H. White (Winchester), and Thos. Gill (Secretary). £1,471 was distributed in grants of relief, forty-six new members were admitted, and other general business was transacted.

Law Association.

The usual monthly meeting of the Directors was held at The Law Society's Hall, on Thursday, 7th June, when Mr. H. Ross Giles was elected Chairman for the year, and took the chair. The other Directors present were Mr. E. B. V. Christian, Mr. Guy H. Cholmeley, Mr. Arthur E. Clarke, Mr. Douglas T. Garrett, Mr. G. D. Hugh-Jones, Mr. C. D. Medley, Mr. Frank S. Pritchard, Mr. John Venning, Mr. Wm. Winterbotham, Mr. E. Evelyn Barron and Mr. A. H. Morton (the new Secretary). A sum of £701 was granted in renewal of the allowances to members' widows and daughters, and a further sum of £291 to other applicants, making a total of £992 in relief, and other general business was transacted.

Gray's Inn Debating Society.

The twelfth meeting of the year was held in Gray's Inn Common Room, at 8.15 p.m., on Thursday, 31st May, when a debate took place, the President being in the chair. The motion for debate was: "That the wearing of political uniforms ought to be prohibited." This motion was proposed by Lieut.-Colonel W. Elliott Batt, C.M.G. (Ex-President), and opposed by Mr. R. Dunn. On the motion being thrown open to the house, Mr. Thomas Terrell and Mr. A. M. Isaacs spoke in favour of the motion, and Mr. M. O'C. Stranders (a guest), Miss J. M. Bernal Greenwood, M.B.E., Mr. John Wood, Mrs. S. A. T. Coxon, O.B.E., J.P., and Mr. A. H. Sleight against it, after which the proposer replied. The motion was carried by nine votes to seven, the number of members and guests present being twenty-five.

The thirteenth meeting of the year was held in Gray's Inn Common Room, at 8.15 p.m., on Thursday, 7th June, when a visitors' debate took place, the President being in the chair. The motion for debate was: "That corporal punishment, as part of the penal system, ought to be abolished." The President having introduced and welcomed the two visitors who were to open the debate, the motion for debate was proposed by Dr. M. Hamblin Smith (formerly Medical Officer of H.M. Prison, Birmingham, and author of "The Psychology of the Criminal" and "Prisons" (a guest), and opposed by Mr. N. R. Dobrée (of the Metropolitan Police College) (a guest); Miss J. M. Bernal Greenwood, M.B.E., spoke third, and Mrs. S. A. T. Coxon, O.B.E., J.P., spoke fourth. On the motion being thrown open to the house, Mr. T. F. Southall spoke in favour of the motion and Mr. Thomas Terrell and Mr. J. Simpson against it, after which the proposer replied. The motion was carried by nineteen votes to thirteen,

the number of members and guests present being forty-one. A vote of thanks to Dr. Hamblin Smith and Mr. Dobrée was proposed by Mr. J. Reginald Jones (Ex-President), seconded by Mr. Thomas Terrell, and carried by acclamation.

The Medico-Legal Society.

An invitation has been extended to all members of this Society by The Royal Society of Medicine, Section of Obstetrics and Gynæcology, to attend a meeting at 1, Wimpole-street, W.1, on Friday, the 6th July, 1934, at 8.15 p.m. The subject for discussion will be: "The Nature of Sex, and its Sociological and Legal Implications." Members of the Medico-Legal Society are invited to join in the subsequent discussion. It is hoped that the president, Sir Bernard Spilsbury, will take part in the discussion and be followed later by Lord Riddell.

SESSION 1934–35.

The Annual General Meeting of the Society will be held at 11, Chandos-street, Cavendish-square, W.1, on Thursday, the 21st June, 1934, at 8.15 p.m.

BUSINESS.

(1) Election of Officers and Council for Session 1934–35. The following nominations have been made by the Council in accordance with the rules of the Society to fill vacancies which have arisen:—President, Sir Bernard Spilsbury; Vice-President, Professor Sydney Smith retires in rotation under the rules; Hon. Treasurer, Sir Walter Schroder, K.B.E.; Hon. Editors of Transactions, Dr. Gerald Slot and Mr. Everard Dickson; Hon. Auditors, Mr. H. Bensley Wells and Colonel C. T. Samman; Members of Council—The following retire by seniority under Rule 7—Mr. A. A. Romain and Mr. B. A. Levinson. The following nominations have been made: Dr. K. W. Aylwin Gibson, M.R.C.S., L.R.C.P., F. Danford Thomas, Esq., and William A. Lethem, Esq., M.C.M.D., D.P.H., D.T.M.; Hon. Secretaries, Ernest Goddard, M.A., and W. G. Barnard, M.R.C.P., M.R.C.S.

(2) Report of the Hon. Secretaries presented to and adopted by the Council.

(3) Report of the Hon. Treasurer and presentation of accounts.

An Ordinary Meeting of the Society will be held at 11, Chandos-street, Cavendish-square, W.1, on Thursday, the 21st June 1934 (*not* 28th June as previously announced), at the conclusion of the Annual General Meeting, when a paper will be read by Dr. W. R. Grove on "*Rex* v. *Donellan*, Warwick Assizes, 1782," which will be followed by a discussion.

Members may introduce guests to the meeting on production of the member's private card.

Rules and Orders.

THE LOCAL GOVERNMENT (ALTERATION OF AREAS) (NOTICES) REGULATIONS, 1934, DATED JUNE 1, 1934, MADE BY THE MINISTER OF HEALTH.

The Minister of Health, in pursuance of his powers under sections 141 and 305 of the Local Government Act, 1933,* and of all other powers enabling him in that behalf, hereby makes the following Regulations.

1. These Regulations may be cited as the Local Government (Alteration of Areas) (Notices) Regulations, 1934, and shall come into operation forthwith.

2.—(1) The Interpretation Act, 1889,† applies to the interpretation of these Regulations as it applies to the interpretation of an Act of Parliament.

(2) In these Regulations, unless the context otherwise requires, the following expressions have the meanings hereby respectively assigned to them, that is to say—

"the Act of 1933" means the Local Government Act, 1933;

"Council" means the Council of a county or county borough, and includes also a joint committee of two or more such Councils.

3. At least ten days before the day fixed by any Council for the holding of a local inquiry under subsection (1) of section 141 of the Act of 1933, the Council shall give public notice of the day, time and place fixed for the inquiry, of the changes of areas of local government for which they consider a prima facie case exists, and that the desirability of making those changes or any of them will be considered at the inquiry and the notice shall be given—

(*a*) by advertisement in one or more local newspapers circulating in the areas affected by those changes;

(*b*) by affixing printed copies of a notice containing the particulars aforesaid to the offices of the local authorities affected by the changes or, in the case of the local authority of a rural parish, on or near the principal door of each church or chapel in the parish; and

(*c*) by posting printed copies of the notice in conspicuous places within the areas affected, and in such other manner, if any, as appears to the Council to be desirable for giving publicity to the notice.

4. At least ten days before the day on which the inquiry is to be held, printed copies of the notice containing the particulars aforesaid shall be sent by the Council, in addition to the Minister, to the Secretary of State, the Board of Education, the Minister of Agriculture and Fisheries, the Registrar-General and the local authorities appearing to the Council to be concerned.

5. At least twenty-one days before making an order giving effect to a change not considered at the local inquiry, the Council shall forward particulars of the proposed change to all local authorities appearing to the Council to be concerned, and shall give public notice of the proposed change—

(*a*) by the insertion in one or more local newspapers circulating in the area affected by the proposed change of an advertisement indicating the proposed change, and stating the time and place at which details thereof may be inspected by any local government elector during a period of twenty-one days from the date of publication of the advertisement, and details of the proposed change shall be made available by the Council for inspection accordingly during that period;

(*b*) by affixing printed copies of a notice containing particulars of the proposed change to the offices of the local authorities affected by the change or, in the case of the local authority of a rural parish, on or near the principal door of each church or chapel in the parish; and

(*c*) by posting printed copies of the notice in conspicuous places within the areas affected, and in such other manner, if any, as appears to the Council to be desirable for giving publicity to the notice.

6. The Local Government Acts (Inquiries and Notices) Order, 1921,‡ is hereby revoked, but without prejudice to anything done in pursuance thereof.

Given under the official seal of the Minister of Health this first day of June nineteen hundred and thirty-four.

(L.S.) *J. C. Wrigley*,
Assistant Secretary, Ministry of Health.

* 23–4 G. 5. c. 51. † 52–3 V. c. 63.

‡ S.R. & O. 1921 (No. 1511) p. 94.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the appointment of Mr. HENRY BENEDICT LINTHWAITE BRAUND, barrister-at-law, as a Puisne Judge of the High Court of Judicature at Rangoon in the vacancy created by the transfer of Sir JOHN CUNLIFFE to the High Court of Judicature at Calcutta.

The Lord Chancellor has appointed Mr. THOMAS JOSEPH BENJAMIN to be the County Court Registrar and District Registrar of the High Court of Justice at Birkenhead, and also County Court Registrar of Liverpool, jointly with Mr. E. D. SYMOND, as from the 14th May, 1934.

Mr. D. N. O'SULLIVAN, a District Judge in Burma, has been appointed Additional Judicial Commissioner in Sind. Mr. O'Sullivan was called to the Bar by Gray's Inn in 1920.

Mr. DAVID ROBERTSON, LL.B., has been appointed to succeed Sir A. Grierson as Town Clerk of Edinburgh. He became Depute Town Clerk to Sir Andrew Grierson in 1918.

Bromley Town Council have decided to confer the honorary freedom of the borough on the Mayor (Councillor W. D. GIBBS) and the Town Clerk (Mr. S. CRITCHLEY AUTY).

Mr. A. D. ROBINSON, Assistant Solicitor in the Clerk's Department, has been promoted to the position of Deputy Clerk to the West Sussex County Council. Mr. Robinson was admitted a solicitor in 1930.

Mr. R. SHARPLEY has been appointed Assistant Solicitor to Stoke-on-Trent Corporation. Mr. Sharpley was admitted a solicitor in 1932.

Mr. H. OAKES has been appointed Clerk to the Hartley-Wintney Rural District Council.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Wills and Bequests.

Mr. John Arch Greene, K.C., C.B.E., of Sheffield, County Court Judge, left £10,583, with net personalty £8,726.

Sir John Coode-Adams, solicitor, of Kensington Park-gardens, and Norfolk-street, left £45,632, with net personalty £41,775.

WATER SUPPLIES: EMERGENCY MEASURES.

The following have agreed to serve on the Standing Conference appointed by the Minister of Health to confer with the Ministry on measures for dealing with shortage of water supplies due to the drought:—

For the British Waterworks Association.
Alderman A. R. Atkey, of Nottingham.
Alderman Major E. J. Clarke, of Leeds.
Alderman H. K. Beale, of Birmingham.

For the Metropolitan Water Board.
Sir William Prescott, C.B.E., D.L., M.Inst.C.E., M.I.Mech.E., Chairman of the Board.
Col. J. R. Davidson, C.M.G., M.Inst.C.E., Chief Engineer to the Board.

For the Water Companies Association.
W. A. D. Alexander, F.C.I.S., Secretary and General Manager, Bristol Waterworks Company.
J. R. Coates, F.C.I.S., Secretary and General Manager, Newcastle and Gateshead Water Company.
A. E. Cornewall-Walker, M.Inst.C.E., Managing Director and Engineer, East Surrey Water Company.

For the Institution of Water Engineers.
R. F. Baker, M.Inst.C.E., Water Engineer to the Birkenhead Corporation.
N. J. Peters, M.Inst.C.E., Water Engineer to the Cardiff Corporation.
J. K. Swales, M.Inst.C.E., General Manager of the Sheffield Corporation Waterworks.

As regards the special problems of rural water supplies, the Ministry also keep in touch with the Rural District Councils Association.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.		EMERGENCY ROTA.	APPEAL COURT No. I.	GROUP I. MR. JUSTICE EVE. Witness. Part II.	MR. JUSTICE BENNETT. Non-Witness.
		Mr.	Mr.	Mr.	Mr.
June	18	Hicks Beach	Ritchie	Ritchie	More
,,	19	Andrews	Blaker	*Andrews	Ritchie
,,	20	Jones	More	More	Andrews
,,	21	Ritchie	Hicks Beach	*Ritchie	More
,,	22	Blaker	Andrews	Andrews	Ritchie
,,	23	More	Jones	More	Andrews

		GROUP I. MR. JUSTICE CROSSMAN. Witness. Part I.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
		Mr.	Mr.	Mr.	Mr.
June	18	*Andrews	*Blaker	Jones	*Hicks Beach
,,	19	*More	*Jones	Hicks Beach	Blaker
,,	20	*Ritchie	*Hicks Beach	Blaker	*Jones
,,	21	*Andrews	Blaker	Jones	Hicks Beach
,,	22	More	*Jones	Hicks Beach	*Blaker
,,	23	Ritchie	Hicks Beach	Blaker	Jones

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

A UNIVERSAL APPEAL

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 28th June, 1934.

	Div. Months.	Middle Price 13 June 1934.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	112¼	3 11 3	3 4 9
Consols 2½%	JAJO	77½xd	3 4 6	—
War Loan 3½% 1952 or after	JD	102⅜	3 8 5	3 6 5
Funding 4% Loan 1960-90	MN	113½	3 10 6	3 4 6
Victory 4% Loan Av. life 29 years	MS	111	3 12 1	3 8 0
Conversion 5% Loan 1944-64	MN	117¼	4 5 3	2 17 10
Conversion 4½% Loan 1940-44	JJ	109½	4 2 4	2 16 0
Conversion 3½% Loan 1961 or after	AO	102½	3 8 4	3 7 2
Conversion 3% Loan 1948-53	MS	101	2 19 5	2 18 2
Conversion 2½% Loan 1944-49	AO	95⅜	2 12 2	2 17 1
Local Loans 3% Stock 1912 or after	JAJO	90½xd	3 6 4	—
Bank Stock	AO	357½	3 7 1	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	81½xd	3 7 6	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	89xd	3 7 5	—
India 4½% 1950-55	MN	110½	4 1 5	3 12 6
India 3½% 1931 or after	JAJO	90xd	3 17 9	—
India 3% 1948 or after	JAJO	77xd	3 17 11	—
Sudan 4½% 1939-73 Av. life 27 years	FA	115	3 18 3	3 12 3
Sudan 4% 1974 Red. in part after 1950	MN	110	3 12 9	3 3 10
Tanganyika 4% Guaranteed 1951-71	FA	111	3 12 1	3 3 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101	2 19 5	2 18 0
L.P.T.B.4½% "T.F.A." Stock 1942-72	JJ	108xd	4 3 4	3 5 5
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	106	3 15 6	3 13 11
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	100	3 15 0	3 15 0
Canada 4% 1953-58	MS	108	3 14 1	3 8 4
Natal 3% 1929-49	JJ	98xd	3 1 3	3 3 5
*New South Wales 3½% 1930-50	JJ	97½xd	3 11 10	3 14 2
New Zealand 3% 1945	AO	97	3 1 10	3 6 8
Nigeria 4% 1963	AO	108	3 14 1	3 11 1
Queensland 3½% 1950-70	JJ	98xd	3 11 5	3 12 0
South Africa 3½% 1953-73	JD	102	3 8 8	3 7 2
Victoria 3½% 1929-49	AO	99	3 10 8	3 11 10
W. Australia 3½% 1935-55	AO	99	3 10 8	3 11 4
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	90xd	3 6 8	—
Croydon 3% 1940-60	AO	97	3 1 10	3 3 4
Essex County 3½% 1952-72	JD	104	3 7 4	3 4 3
*Hull 3½% 1925-55	FA	101	3 9 4	—
Leeds 3% 1927 or after	JJ	90xd	3 6 8	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	102xd	3 8 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	77	3 4 11	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	90	3 6 8	—
Manchester 3% 1941 or after	FA	91	3 5 11	—
Metropolitan Consd. 2½% 1920-49	MJSD	95	2 12 8	2 18 4
Metropolitan Water Board 3% "A" 1963-2003	AO	92	3 5 3	3 5 11
Do. do. 3% "B" 1934-2003	MS	93	3 4 6	3 5 1
Do. do. 3% "E" 1953-73	JJ	98	3 1 3	3 1 10
Middlesex County Council 4% 1952-72	MN	110	3 12 9	3 5 2
Do. do. 4½% 1950-70	MN	115	3 18 3	3 5 7
Nottingham 3% Irredeemable	MN	90	3 6 8	—
Sheffield Corp. 3½% 1968	JJ	104	3 7 4	3 6 1
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	108	3 14 1	—
Gt. Western Rly. 4½% Debenture	JJ	117⅛	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	127½	3 18 5	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	124½	4 0 4	—
Gt. Western Rly. 5% Preference	MA	112½	4 8 11	—
Southern Rly. 4% Debenture	JJ	105xd	3 16 2	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½xd	3 15 1	3 12 6
Southern Rly. 5% Guaranteed	MA	124½	4 0 4	—
Southern Rly. 5% Preference	MA	111	4 10 1	—

*Not available to Trustees over par.
†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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ANNUAL REPORT and full particulars of the work gladly supplied by the Secretary, Mr. J. F. RUSSELL. ('Phone: East 5068.)

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ABSOLUTE REVERSION to £7,620, also to £975 on decease of life 76. Solicitors: Messrs. W. W. Box and Co., 28, Gt. James-street, W.C.1.

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AN EXCEPTIONALLY WELL-ARRANGED DETACHED, LOW-BUILT RESIDENCE.
Seven bed rooms, three servants' bed rooms, four bath rooms, three ground floor reception rooms.
MAGNIFICENT BILLIARD ROOM
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18-Hole Putting Course.
Central Heating. Independent Hot Water.
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Nine bed rooms, three bath rooms, three reception rooms.
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Eight bed rooms, three large reception rooms, two bath rooms.
Suitable for Institution or Nursing Home or for conversion into Flats.
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Five bed rooms, bath room, double reception room, large studio.
Let till August, 1939, on a full Repairing Lease at PER £130 ANNUM.
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KENSINGTON.
ATTRACTIVE RESIDENCES.
3, PHILLIMORE-TERRACE, W.8.
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PER £85 ANNUM.
Held till Christmas, 1939, at £6 5s. per annum.

4, PHILLIMORE-TERRACE, W.8.
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5, PHILLIMORE-TERRACE, W.8.
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TWO EXCEPTIONALLY WELL-CONVERTED HOUSES,
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